

IN RE: PETITIONS FOR SPECIAL HEARING	*	BEFORE THE
SE/S Western Road, 2,320' SW of Thornton		
Mill Road, and N/S Western Run	*	ZONING COMMISSIONER
(Properties of Andrew W. & Noreen M. Krause		
and James A. & Sandra Walsh)	*	OF BALTIMORE COUNTY
8 <sup>th</sup> Election District		
3 <sup>rd</sup> Council District	*	Cases Nos. 02-334-SPH & 02-335-SPH
Andrew W. Krause, et ux, and	*	
James A. Walsh, et ux – Petitioners		
* * * * *		

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner under a single public hearing for consideration of Petitions for Special Hearing filed by the owners of adjacent parcels located on the south side of Western Road, southwest of Thornton Mill Road in northern Baltimore County. In Case No. 02-334-SPH, Andrew W. Krause and Noreen M. Krause are identified as the Petitioners. In Case No. 02-335-SPH, James A. Walsh and Sandra Walsh are identified as the Petitioners. In both cases, relief is requested to approve a prior exchange between the Petitioners of near equivalent sized parcels of land as lot line adjustments/land exchanges and not as a subdivision or development within the meaning ascribed to either by the Code of Maryland Regulations, the Baltimore County Code, and/or the Baltimore County Zoning Regulations (B.C.Z.R.), and for such further relief as the nature of the prior transaction and these cases may require. The properties and requested relief are more particularly described on the site plan submitted and marked into evidence as Petitioner's Exhibit 7.

Appearing at the requisite public hearing held in support of the requests were Norman and Andrew Krause, co-Petitioners/Property owners; Richard L. Smith, Professional Engineer with KCI Technologies, Inc., and, Howard L. Alderman, Jr., Esquire, attorney for the Petitioners. Appearing as an interested person was John Westerlund, a nearby resident of the area.

Testimony and evidence offered revealed that Mr. & Mrs. Krause acquired the property which is the subject of their Petition, on or about November 16, 1998. (See deed marked as

Petitioner's Exhibit 4.) At that time, the property was approximately 44 acres in area, and split zoned R.C.2 and R.C.4. The Krause property was then and remains unimproved. Similarly, Mr. & Mrs. Walsh acquired their property by deed dated September 6, 1985, a copy of which was submitted into evidence as Petitioner's Exhibit 2. Their property is also split zoned R.C.2 and R.C.4, and contains approximately 95 acres in area. The Walsh property is improved with a single family dwelling, known as 14601 Western Road.

The two parcels in question are immediately adjacent to one another and are generally located with frontage on Western Road, west of I-83 in northern Baltimore County. This is a rural area that primarily features agricultural uses. Apparently, both parcels were at one time part of a larger tract which has been subdivided over the years. Due to a series of outconveyances, the parcels are irregularly shaped and as originally configured, a portion of the Walsh property appears to intrude into the Krause property. Similarly, a portion of the Krause property as viewed on the site plan intrudes into the Walsh holdings.

After their acquisition, Mr. & Mrs. Krause conveyed development rights for their property to the Maryland Environmental Trust (see Petitioner's Exhibit 8), which limits the development potential of their property. However, they did reserve the right to develop the property with two residential units, one of which may include a tenant house. Presently, the property is undeveloped and Mr. & Mrs. Krause apparently envision farming the parcel.

In any event, in order to improve access to the Krause property and provide more road frontage along Western Road for that parcel, Mr. & Mrs. Krause and Mr. & Mrs. Walsh agreed to a land exchange in 1999. There was no monetary consideration for this exchange; however, the result was to create more uniformly bordered parcels. The "new" configuration of the parcels is more particularly shown on Petitioner's Exhibit 5, which shows that the Walshes conveyed unto the Krauses a tract of land, 6.4981 acres in area, and in exchange, the Krauses conveyed unto the Walshes a parcel 5.9470 acres in area. Both parcels conveyed were zoned R.C.4. Neither parcel is improved. Though this land swap was formalized by the recording of a deed in the Land Records

of Baltimore County (see Petitioner's Exhibit 6), it was never approved by the Department of Permits and Development Management. Thus, the instant Petitions for Special Hearing were filed.

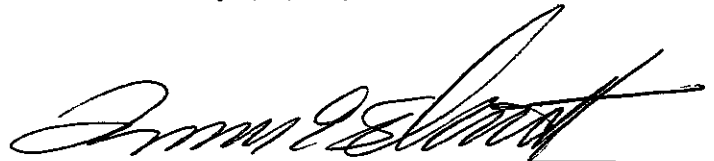
Based upon the testimony and evidence presented, I am easily persuaded that the Petitions for Special Hearing should be granted and the relief approved. The land swap completed is appropriate and beneficial to both property owners. Moreover, it is clear that the proposal does not constitute a subdivision of land or the conveyance of any density rights. The newly created Krause parcel will continue to be bound by the easement agreement previously entered into with the Maryland Environmental Trust (see Petitioner's Exhibit 8). Moreover, since there is no "development" proposed at this time, there is no need for the implementation or attachment of any conditions or restrictions upon the relief granted herein. Development in the future, if any, will be subject to all appropriate regulations and codes then applicable.

Pursuant to the advertisement posting of the properties and public hearing on these Petitions held, and for the reasons set forth herein, the relief requested shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 17th day of April, 2002 that the prior exchange of near equivalent sized parcels between the Petitioners are lot line adjustments/land exchanges and do not constitute a subdivision or development within the meaning ascribed to either by the Code of Maryland Regulations, the Baltimore County Code, and/or the Baltimore County Zoning Regulations (B.C.Z.R.), and as such, the Petitions for Special Hearing be and the same are hereby GRANTED.

Any appeal of this decision must be filed within thirty (30) days of the date of this Order.

LES:bjs



LAWRENCE E. SCHMIDT  
Zoning Commissioner  
for Baltimore County



Baltimore County  
Zoning Commissioner

Suite 405, County Courts Bldg.  
401 Bosley Avenue  
Towson, Maryland 21204  
410-887-4386  
Fax: 410-887-3468

April 16, 2002

Howard L. Alderman, Jr., Esquire  
Levin & Gann  
502 Washington Avenue, 8<sup>th</sup> Floor  
Towson, Maryland 21204

RE: PETITIONS FOR SPECIAL HEARING  
SE/S Western Road, 2,320' SW of Thornton Mill Road and N/S Western Run  
(Properties of Andrew W. & Noreen M. Krause and James A. & Sandra Walsh)  
8<sup>th</sup> Election District - 3<sup>rd</sup> Council District  
Andrew W. Krause, et ux and James A. Walsh, et ux - Petitioners  
Cases Nos. 02-334-SPH and 02-335-SPH

Dear Mr. Alderman:

Enclosed please find a copy of the decision rendered in the above-captioned matter.  
-The Petitions for Special Hearing have been granted, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Department of Permits and Development Management office at 887-3391.

Very truly yours,

LAWRENCE E. SCHMIDT  
Zoning Commissioner  
for Baltimore County

LES:bjs

cc: Mr. & Mrs. Andrew W. Krause, 16139 York Road, Sparks, Md. 21152  
Mr. & Mrs. James A. Walsh, 14601 Western Road, Sparks, Md. 21152  
Mr. Richard L. Smith, KCI Technologies, Inc.  
10 North Park Drive, Hunt Valley, Md. 21030  
People's Counsel; Case/File





# Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

S/E side of Western Road

for the property located at west of Thornton Mill Road

which is presently zoned RC-4

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

**SEE ATTACHED**

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

**Contract Purchaser/Lessee:**

N/A

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

**Attorney For Petitioner:**

Howard L. Alderman, Jr., Esquire

Name - Type or Print

Signature

Levin & Gann, PA Nottingham Centre, 8th Floor

Company

502 Washington Avenue 410-321-0600

Address

Telephone No.

City

State

Zip Code

Towson, MD 21204

**Legal Owner(s):**

James A. Walsh & Sandra Walsh

Name - Type or Print

Signature

Name - Type or Print

Signature

14601 Western Road

410-329-3912

Address

Sparks

MD

21152

Telephone No.

State

Zip Code

**Representative to be Contacted:**

Richard L. Smith, PE

Name KCI Technologies, Inc.

Ten North Park Drive

410-316-7931

Address

Hunt Valley, Maryland

21030

Telephone No.

City

State

Zip Code

**OFFICE USE ONLY**

ESTIMATED LENGTH OF HEARING \_\_\_\_\_

UNAVAILABLE FOR HEARING \_\_\_\_\_

Reviewed By BH Date 2/12/02

ORDER RECEIVED FOR FILING

Date

By

Case No. 02-335-SPH

9/15/98

PETITION FOR SPECIAL HEARING

CASE NO: 02- -SPH

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Address: S/E Side of Western Road, West of Thornton Mill Road

Legal Owners: Parcel ID: 23-00-007265  
James A. Walsh & Sandra Walsh  
14601 Western Road  
Sparks, Maryland 21152  
410-329-3912

Present Zoning: RC-4

**REQUESTED RELIEF:**

*“why the Zoning Commissioner should approve”* a prior exchange of lands among the Petitioners and their adjoining neighbors, of near equivalent sized parcels, as lot line adjustments/land exchanges and not subdivision or development within the meaning ascribed to either by the Code of Maryland Regulations, the Baltimore County Code and/or the Baltimore County Zoning Regulations and for such further relief as the nature of the prior transaction and this case may require.

**FOR ADDITIONAL INFORMATION ON THIS PETITION, PLEASE CONTACT:**

Howard L. Alderman, Jr., Esquire  
Levin & Gann, P.A.  
8<sup>th</sup> Floor, Nottingham Centre  
502 Washington Avenue  
Towson, Maryland 21204

(410) 321-0600  
Fax: (410) 296-2801  
halderman@LevinGann.com

**DESCRIPTION**  
**6.4981 ACRE PARCEL**  
**8<sup>TH</sup>. ELECTION DISTRICT**  
**BALTIMORE COUNTY, MARYLAND**  
**PART OF THE LAND OF JAMES A. AND SANDRA WALSH**

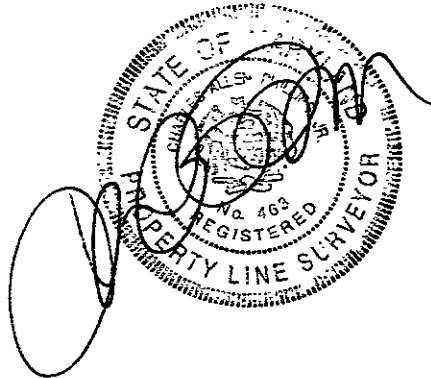
This Description is to accompany a Petition for a Special Hearing.

**BEGINNING FOR THE SAME** at the end of the thirty third line of the land described in deed 6991-120 from Richard Wilson & Joanne Smith Henderson to James A. and Sandra S. Walsh; said point of beginning being S45° 19' 39" E 172.35' more or less from a point in Western Road, said point in Western Road being 2,301.5' more or less southwesterly from the centerline of Thornton Mill Road; thence binding on the thirty fourth and thirty fifth lines of the aforementioned deed 6991-120 the two following courses and distances (1) N 85° 49' 15" E 411.77'; (2) S 00° 37' 25" E 633.25' to the beginning of the first line of deed 6991-120; thence binding on said line (3) S 35° 16' 17" E 303.76' to the end thereof; thence (4) N 64° 20' 51" W 600.39' to intersect the thirty third line of deed 6991-120, thence binding on said line to the point of beginning (5) N 04° 59' 15" W 595.54'.

CONTAINING 283,057 square feet or 6.4981 acres of land, more or less

Being a part of that parcel of land described in a deed dated November 16, 1998 and recorded among the land records of Baltimore County, Maryland in Liber 13350 Folio 403, which was conveyed by Mabel Snodgrass Stubbs unto Andrew William Krause and Noreen M. Krause.

DS/jb



12/31/01



**BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT**

No. **09531**

DATE 2/12/52 ACCOUNT 1001-60-6150

RECEIVED FROM: Andrew Krause AMOUNT \$ 50.00

FOR: Special

DISTRIBUTION  
WHITE - CASHIER  
PINK - AGENCY  
YELLOW - CUSTOMER  
Item #335

PAID RECEIPT  
CASH  
2/12/52  
CASHIER  
RECEIVED  
OFFICE OF BUDGET & FINANCE  
BALTIMORE COUNTY, MARYLAND  
CASHIER'S VALIDATION



**NOTICE OF ZONING  
HEARING**

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #02-335-SPH  
Western Road  
SE/S Western Road, 2320' S  
centerline Thorton Mill Road  
8th Election District  
3rd Councilmanic District  
Legal Owner(s): Sandra &  
James A. Walsh

**Special Hearing:** to approve a prior exchange of lands among the petitioners and their adjoining neighbors of near equivalent size parcels.

**Hearing:** Tuesday, April 9, 2002 at 9:00 a.m. in Room 487, County Courts Building, 401 Bosley Avenue.

LAWRENCE E. SCHMIDT  
Zoning Commissioner for  
Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.


JT/3/774 Mar. 26 C528247

# CERTIFICATE OF PUBLICATION

3/28/2002

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 3/26/2002.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News



LEGAL ADVERTISING

# CERTIFICATE OF POSTING

RE: Case No.: 02-335-SPH

Petitioner/Developer: \_\_\_\_\_

SANDRA & JAMES A. WALSH

Date of Hearing/Closing: 4/9/02

Baltimore County Department of  
Permits and Development Management  
County Office Building, Room 111  
111 West Chesapeake Avenue  
Towson, MD 21204

MR. GEORGE SAHNER  
Attention: ~~Ms. Gwendolyn Stephens~~

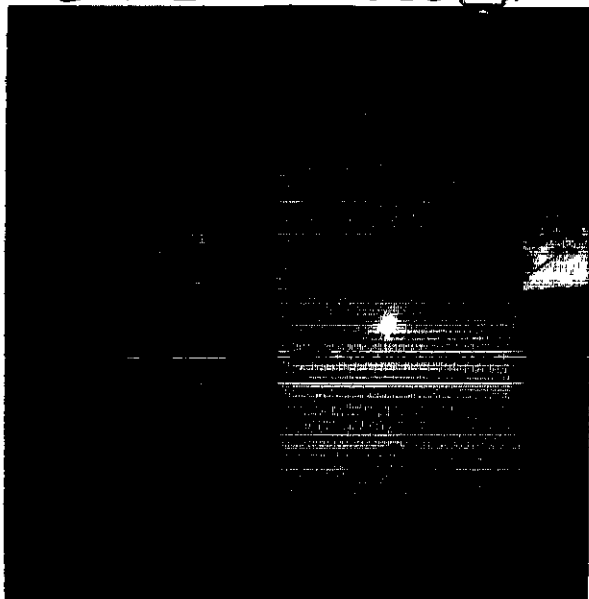
Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law  
were posted conspicuously on the property located at \_\_\_\_\_

14601 WESTERN RD.  
(SES WESTERN RD - S. OF THORNTON MILL RD.)

The sign(s) were posted on 3/23/02  
(Month, Day, Year)

CASE # 02-335(SPH)



Sincerely,

Richard E. Hoffman 3/23/02  
(Signature of Sign Poster and Date)

RICHARD E. HOFFMAN  
(Printed Name)

904 DELLWOOD DR.  
(Address)

FALLSTON, MD 21047  
(City, State, Zip Code)

(410) 879-3122  
(Telephone Number)

SES WESTERN RD. S. OF THORNTON  
MILL RD.  
(14601 WESTERN RD.)  
POSTED 3/23/02  
Richard E. Hoffman 3/23/02

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT  
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

**OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.**

---

**For Newspaper Advertising:**

Item Number or Case Number: 02-335 - SPH

Petitioner: John A. & Sandra Walsh

Address or Location: S/E side of Western Rd / west of Thornton Mill Road

**PLEASE FORWARD ADVERTISING BILL TO:**

Name: Mr. and Mrs. Andrew W. Krause

Address: 16139 York Road

Sparks, Maryland 21152

Telephone Number: 410-472-2857

Revised 2/20/98 - SCJ

TO: PATUXENT PUBLISHING COMPANY  
Tuesday, March 26, 2002 Issue – Jeffersonian

Please forward billing to:

Mr. & Mrs. Andrew W Krause  
16139 York Road  
Sparks MD 21152

410 472-2857

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## NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 02-335-SPH

Western Road

SE/S Western Road, 2320' S centerline Thorton Mill Road

Legal Owner: Sandra & James A Walsh

Special Hearing to approve a prior exchange of lands among the petitioners and their adjoining neighbors of near equivalent sized parcels.

HEARING: Tuesday, April 9, 2002 at 9:00 a.m. in Room 407, County Courts Building,  
401 Bosley Avenue



Lawrence E. Schmidt

LAWRENCE E. SCHMIDT GDZ  
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



Baltimore County  
Department of Permits and  
Development Management

Director's Office  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204  
410-887-3353  
Fax: 410-887-5708

March 5, 2002

## NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 02-335-SPH

Western Road

SE/S Western Road, 2320' S centerline Thorton Mill Road

Legal Owner: Sandra & James A Walsh

Special Hearing to approve a prior exchange of lands among the petitioners and their adjoining neighbors of near equivalent sized parcels.

HEARING: Tuesday, April 9, 2002 at 9:00 a.m. in Room 407, County Courts Building,  
401 Bosley Avenue

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon G.D.Z.  
Director

C: Howard L Alderman Jr Esquire, Levin & Gann, Nottingham Center, 8<sup>th</sup> Floor,  
502 Washington Avenue, Towson 21204  
Sandra & James A Walsh, 14601 Western Road, Sparks 21152  
Richard L Smith, KCI Technologies Inc, Ten North Park Drive,  
Hunt Valley 21030

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MONDAY, MARCH 25, 2002.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



Baltimore County  
Department of Permits and  
Development Management

Development Processing  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204  
pdmlandacq@co.ba.md.us

April 5, 2002

Howard L Alderman Jr Esquire  
Levin & Gann PA  
Nottingham Centre, 8<sup>th</sup> Floor  
502 Washington Avenue  
Towson MD 21204

Dear Mr. Alderman:

RE: Case Number: 02-335-SPH, Western Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on February 12, 2002.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

*W. Carl Richards, Jr.*

W. Carl Richards, Jr. GDR  
Supervisor, Zoning Review

WCR: gdz

Enclosures

c: Mr. & Mrs. James A Walsh, 14601 Western Road, Sparks 21152  
KCI Technologies Inc, Mr. Richard L Smith PE, Ten North Park Drive,  
Hunt Valley 21030  
People's Counsel

Come visit the County's Website at [www.co.ba.md.us](http://www.co.ba.md.us)




BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director  
Department of Permits & Development  
Management

DATE: April 1, 2002

FROM:  Robert W. Bowling, Supervisor  
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting  
for *March 4, 2002*  
*Item Nos. 317, 331, 332, 334, 335,*  
*336, 337, 338, 340, 341, 342, 343,*  
*345, 348 and 349*

The Bureau of Development Plans Review has reviewed the subject zoning items, and we have no comments.

RWB:HJO:cab

cc: File



Baltimore County  
Fire Department

Office of the Fire Marshal  
700 East Joppa Road  
Towson, Maryland 21286-5500  
410-887-4880

February 28, 2002

Department of Permits and  
Development Management (PDM)  
County Office Building, Room 111  
Mail Stop #1105  
111 West Chesapeake Avenue  
Towson, Maryland 21204

ATTENTION: George Zahner

RE: Property Owner: See Below

Location: DISTRIBUTION MEETING OF March 4, 2002

Item No.: See Below

Dear Ms. Stephens:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

The Fire Marshal's Office has no comments regarding the following item #'s.

331, 334, 335, 337, 339, 340, 341, 342, 343, 345,  
346, 347, 348, 349,

REVIEWER: LIEUTENANT JIM MEZICK, Fire Marshal's Office  
PHONE 887-4881, MS-1102F

cc: File

Come visit the County's Website at [www.co.ba.md.us](http://www.co.ba.md.us)





BALTIMORE COUNTY, MARYLAND  
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon  
FROM: R. Bruce Seeley  
DATE: April 1, 2002

Zoning Advisory Committee Meeting of March 4, 2002

SUBJECT: NO COMMENTS FOR THE FOLLOWING ZONING ITEMS:

317, 331, 332, 336-338, 340-342, 345, 346, 348, 349

No AG Comments for 334, (335), 339.

BALTIMORE COUNTY, MARYLAND  
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley ~~RS~~ | TGT

DATE: March 27, 2002

SUBJECT: Zoning Item 335  
Address S/E Side of Western Road, West of Thornton Mill Road

Zoning Advisory Committee Meeting of March 4, 2002

\_\_\_\_\_ The Department of Environmental Protection and Resource Management has no comments on the above-referenced zoning item.

X The Department of Environmental Protection and Resource Management requests an extension for the review of the above-referenced zoning item to determine the extent to which environmental regulations apply to the site.

X The Department of Environmental Protection and Resource Management offers the following comments on the above-referenced zoning item:

X Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 14-331 through 14-350 of the Baltimore County Code).

\_\_\_\_\_ Development of this property must comply with the Forest Conservation Regulations (Section 14-401 through 14-422 of the Baltimore County Code).

\_\_\_\_\_ Development of this property must comply with the Chesapeake Bay Critical Area Regulations (Sections 26-436 through 26-461, and other Sections, of the Baltimore County Code).

\_\_\_\_\_ Additional Comments:

Reviewer: David Lykens

Date: March 27, 2002

# BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE CORRESPONDENCE

**TO:** Arnold Jablon, Director  
Department of Permits and  
Development Management

**DATE:** March 5, 2002

**FROM:** Arnold F. 'Pat' Keller, III  
Director, Office of Planning

**SUBJECT:** Zoning Advisory Petition(s): Case(s) 02-334, 02-335 & 02-343

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer. For further questions or additional information concerning the matters stated herein, please contact Mark A. Cunningham in the Office of Planning at 410-887-3480.

Prepared by: Mark A. Cunningham

Section Chief: Saryl L. Klein

AFK/LL:MAC



**Maryland Department of Transportation**  
**State Highway Administration**

Parris N. Glendening  
Governor

John D. Porcari  
Secretary

Parker F. Williams  
Administrator

Date: 3.1.02

Mr. George Zahner  
Baltimore County Office of  
Permits and Development Management  
County Office Building, Room 109  
Towson, Maryland 21204

RE: Baltimore County  
Item No. 335

BR

Dear Mr. Zahner:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at ([lgredlein@sha.state.md.us](mailto:lgredlein@sha.state.md.us)).

Very truly yours,

Kenneth A. McDonald Jr., Chief  
Engineering Access Permits Division

My telephone number is \_\_\_\_\_

Maryland Relay Service for Impaired Hearing or Speech  
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717  
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

RE: PETITION FOR SPECIAL HEARING  
Western Road, SE/S Western Rd,  
2320' S of c/I Thornton Mill Rd  
8th Election District, 3rd Councilmanic

Legal Owner: James A. & Sandra Walsh  
Petitioner(s)

\* BEFORE THE  
\* ZONING COMMISSIONER  
\* FOR  
\* BALTIMORE COUNTY  
\* Case No. 02-335-SPH

\* \* \* \* \*

**ENTRY OF APPEARANCE**

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order. **All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.**



PETER MAX ZIMMERMAN  
People's Counsel for Baltimore County



CAROLE S. DEMILIO  
Deputy People's Counsel  
Old Courthouse, Room 47  
400 Washington Avenue  
Towson, MD 21204  
(410) 887-2188

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 6<sup>th</sup> day of March, 2002 a copy of the foregoing Entry of Appearance was mailed to Howard L. Alderman, Jr., Esq., Levin & Gann, 502 Washington Avenue, 8th Floor, Towson, MD 21204, attorney for Petitioner(s).



PETER MAX ZIMMERMAN

## DEED

MADE this 16<sup>th</sup> day of November, 1998, by and between MABEL SNODGRASS STUBBS, Trustee of the Mabel Snodgrass Stubbs Trust (Revocable) dated May 8, 1992, party of the first part, and ANDREW WILLIAM KRAUSE and NOREEN M. KRAUSE, parties of the second part.

WITNESSETH, that in consideration of the sum of \$350,000.00, and other good and valuable considerations, which includes the amount of any outstanding mortgage or deed of trust, if any, the receipt whereof is hereby acknowledged, the said party of the first part does grant and convey unto the parties of the second part, as tenants by the entirety, their assigns and unto the survivor of them, and the survivor's personal representatives and assigns, in fee simple, all that property situate in Baltimore County, State of Maryland, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

BEING part of the property which by Deed dated November 4, 1992 and recorded among the Land Records of Baltimore County in Liber No. 9468, folio 746, was granted and conveyed by DONALD S. STUBBS and MABEL S. STUBBS, to MABEL SNODGRASS STUBBS, Trustee of the Mabel Snodgrass Stubbs Trust (Revocable) dated May 8, 1992, the within Grantor.

TOGETHER WITH the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises, to the said parties of the second part, as tenants by the entirety, their assigns and unto the survivor of them, and the survivor's personal representatives and assigns, in fee simple.

AND the said party of the first part covenants that he/she has/have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he/she will warrant specially the property hereby granted; and that he/she will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF, the said party of the first part has set his/her hand and seal the day and year first above written.

WITNESS:

William A. Hays Jr.

Mabel Snodgrass Stubbs (SEAL)  
MABEL SNODGRASS STUBBS, Trustee  
of the Mabel Snodgrass Stubbs  
Trust (Revocable) dated May 8,  
1992

STATE OF MARYLAND, Prince George's, TO WIT:

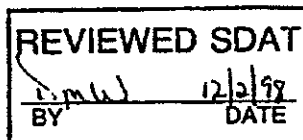
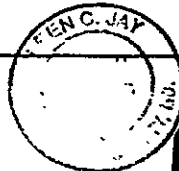
I Hereby Certify, That on this 16<sup>th</sup> day of November, 1998, before me the subscriber, personally appeared MABEL SNODGRASS STUBBS, Trustee of the Mabel Snodgrass Stubbs Trust (Revocable) dated May 8, 1992, known to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument, and did further acknowledge the foregoing deed to be her act, and in my presence signed and sealed the same.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires:

5/1/00

NOTARY PUBLIC



AGENTURAL TRANSFER TAX

421.00 (1000)

11/2/98 DATE 12-2-98

CODED 15

Notice of Intention to Acknowledge





**EXHIBIT "A"**

September 29, 1998

**DESCRIPTION OF THE REMAINDER  
OF DONALD S. AND MABEL S. STUBBS PROPERTY  
SOUTHEAST SIDE OF WESTERN ROAD  
EIGHTH ELECTION DISTRICT  
BALTIMORE, MARYLAND**

**BEGINNING** for the same at the Point of Beginning of the third parcel of land described in a Deed dated February 6, 1940 recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 1090, Folio 360, which was granted and conveyed by University of Maryland, et al, unto Donald S. Stubbs, et ux, and running thence binding along the First through the Fifth Lines of said Deed, as now surveyed, referring all courses to the Baltimore County Metropolitan District grid system, the six (6) following courses, viz.:

1. North 04° 59' 15" West, 978.63 feet, thence
2. North 85° 49' 15" East, passing over an iron pipe found at 0.63 feet, 411.77 feet in all to a stone found, thence
3. South 00° 37' 25" East, 635.25 feet to a stone found with an "x" cut, thence
4. South 35° 16' 17" East, 303.75 feet to a stone found, thence
5. South 89° 16' 48" East, 1034.07 feet to a stone found and
6. South 03° 05' 48" East, 1351.82 feet to the center of Western Run and running thence meandering along said center of Western Run and along the Seventh through the Nineteenth Lines of the aforesaid Deed, the thirteen (13) following courses, viz.:
7. North 77° 48' 31" West, 178.78 feet, thence
8. North 46° 52' 14" West, 101.15 feet, thence
9. North 44° 04' 22" West, 200.00 feet, thence
10. North 58° 38' 48" West, 125.00 feet, thence
11. North 70° 38' 48" West, 200.00 feet, thence
12. North 65° 38' 48" West, 250.00 feet, thence
13. North 73° 38' 48" West, 350.00 feet, thence
14. North 50° 20' 47" West, 72.56 feet, thence
15. North 58° 22' 27" West, 350.00 feet, thence
16. North 45° 08' 48" West, 200.00 feet, thence
17. North 51° 08' 48" West, 100.00 feet, thence
18. South 67° 13' 18" West, 99.10 feet, thence
19. South 58° 47' 13" West, 50.00 feet

Shawan Place • Suite 1 • 5 Shawan Road • Hunt Valley, MD 21030  
Tel: 410.527.1555 • Fax: 410.527.1563 • E-Mail: mckee@qis.net



**DESCRIPTION OF THE REMAINDER  
OF DONALD S. AND MABEL S. STUBBS PROPERTY  
SOUTHEAST SIDE OF WESTERN ROAD  
EIGHTH ELECTION DISTRICT  
BALTIMORE, MARYLAND**

Page Two

September 29, 1998

to a point at the easternmost corner of Tract "A" as shown on a plat of Section I, Willow Mill Estates recorded among the aforesaid Land Records in Plat Book O.T.G. 35 at Folio 25, thence leaving said Western Run and binding along the eastern and northeast lines of said Tract "A" as shown on the aforesaid Plat, the two (2) following courses, viz.:

20. North  $01^{\circ} 06' 50''$  West, 167.53 feet, and
21. North  $47^{\circ} 44' 10''$  West, 487.69 feet to a point in the bed of Western Road as laid out and existing and running thence binding in or near the center of said Western Road,
22. North  $56^{\circ} 13' 50''$  East, 51.52 feet to the beginning of the Twenty-seventh Line of the hereinabove mention Deed and running thence binding along said Twenty-seventh Line and along the Twenty-eighth Line of said Deed, the two (2) following courses, viz.:
23. South  $47^{\circ} 44' 10''$  East, 428.00 feet to a rebar and cap, and
24. North  $81^{\circ} 25' 02''$  East, 347.96 feet to the point of beginning containing 44.533 acres of land more or less.

BEING a part of that parcel of land thirdly described in a Deed dated February 6, 1940 recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 1090 at Folio 360, which was granted and conveyed by University of Maryland, William W. Skinner, Sara A. Whitehurst, J. Milton Patterson, Rowland K. Adams, W. Calvin Chesnut, William P. Cole, Jr., Henry Holzapfel, Jr., Harry H. Nuttle and John E. Semmes unto Donald S. Stubbs and Mabel S. Stubbs, his wife, also

This description and the survey in which it is based upon were prepared without the benefit of a title report.



IN accordance with Real Property Article Section 3-104(f), this is to certify that the foregoing instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

  
TIMOTHY E. WEDDLE

CASE #

169-673

RETURN TO:

Andrew William Krause  
16139 YORK ROAD  
SPARKS, MD 21152

**State of Maryland Land Instrument Intake Sheet**  
☐ Baltimore City      ☒ County: Baltimore County

Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

( ☒ ) Check Box # Addendum Intake Form is Attached

INT. F. 2002	5.00
RECEI. 2002	20.00
RECEI. 2002	10.00
RECEI. 2002	20.00
TOTAL	55.00
RECEI. 2002	RECEI. 2002
RECEI. 2002	RECEI. 2002
RECEI. 2002	RECEI. 2002

1	Type(s) of Instruments	<input checked="" type="checkbox"/> Check Box if Addendum Intake Form is Attached (Type or Print in Black Ink Only—All Copies Must Be Legible) Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other <input checked="" type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> <del>Assignment</del> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Not an Arms- Arms-Length(1) Arms-Length(2) Arms-Length(3) Length Sale(9)			
2	Conveyance Type Check Box	Recordation: State Transfer: County Transfer:			
3	Tax Exempt (If Applicable)				
4	Cite or Explain Authority				
5	Consideration And Tax Calculations	<b>Consideration Amount</b> Purchase Price/Consideration \$ 350,000.00 Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$		<b>Finance Office Use Only</b> <b>Transfer and Recordation Tax Consideration</b> Transfer Tax Consideration \$ X (%) - \$ Less Exemption Amount - \$ Total Transfer Tax - \$ Recordation Tax Consideration \$ X ( ) per \$500 = \$ TOTAL DUE \$	
6	Fees	Amount of Fees Doc. 1 Recording Charge \$ 20.00 Surcharge \$ 5.00 State Recordation Tax \$ 1,750.00 State Transfer Tax \$ 1,750.00 County Transfer Tax \$ 5,250.00 Other \$ 44.00 Total Fees \$ 8,819.00		Doc. 2 Agent: Tax Bill: C.B. Credit: Ap. Tax/Other:	
7	Description of Property	District Property Tax ID No.(1) Grantor Liber/Folio Map Parcel No. Ver.LOG 08 08-19-072253 9458/745 0034 0973 (8) Subdivision Name Lot(3a) Block(3b) Sect/APR(3c) Plat Ref. Sq.Ft./Acreage(4) Location/Address of Property Being Conveyed (2) WESTERN RUN-44.533+- ACRES S/E SIDE, HUNT VALLEY, MD 21030 Other Property Identifiers (if applicable) Water Meter Account No. Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed: Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) MABEL SNOODGRASS STUBBS, TRUSTEE MABEL SNOODGRASS STUBBS, TRUSTEE Doc. 1 - Owner(s) of Record, if different from Grantor(s) Doc. 2 - Owner(s) of Record, if different from Grantor(s) Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) ANDREW WILLIAM KRAUSE ANDREW WILLIAM KRAUSE NOREEN M. KRAUSE NOREEN M. KRAUSE New Owner's (Grantee) Mailing Address 16139 York Road, Sparks, MD 21152 Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)			
8	Transferred From				
9	Transferred To				
10	Other Names to Be Indexed				
11	Contact/Mail Information	Instrument Submitted By or Contact Person Name: T E WEDDLE (FILE #169-573) Firm: The Security Title Guarantee Corporation Address: 6 South Calvert Street Baltimore, MD 21202-1388 Phone: 410-777-4458 <input type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input checked="" type="checkbox"/> Return Address Provided			
12	Assessment Information	<b>12 / IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b> Assessment Information Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Will the property being conveyed be the grantee's principal residence? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Does transfer include personal property? If yes, identify: _____ Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). <b>Assessment Use Only - Do Not Write Below This Line</b> <input type="checkbox"/> Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Trap Process Verification Transfer Number Date Received Deed Reference Assigned Property No. Year on Initial 10 10 10 10 10 10 10 10 Land # 1613.824 10 10 10 10 10 10 10 10 Building 10 10 10 10 10 10 10 10 Acres 10 10 10 10 10 10 10 10 Township 10 10 10 10 10 10 10 10 Range 10 10 10 10 10 10 10 10 Section 10 10 10 10 10 10 10 10 Town Cd. Ex. St. Ex. Cd. Ex. Cd.			

**Addendum**  
**State of Maryland Land Instrument Intake Sheet**  
 Baltimore City ~~X~~ County: \_\_\_\_\_

*The addendum form should be used when one transaction involves more than two instruments.  
 Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

<b>5</b>	<b>Amount of Fees</b>	<b>Doc. 3</b>	<b>Doc. 4</b>	<b>Doc. 5</b>	<b>Doc. 6</b>
(Continued)	Recording Charge	\$ 20-	\$	\$	\$
<b>Fees</b>	Surcharge	\$ 2-	\$	\$	\$
	State Recordation Tax	\$	\$	\$	\$
	State Transfer Tax	\$	\$	\$	\$
	County Transfer Tax	\$	\$	\$	\$
	Other	\$	\$	\$	\$
	Other	\$	\$	\$	\$
<b>7</b>	<b>Doc. 3 - Grantor(s) Name(s)</b>	<b>Doc. 4 - Grantor(s) Name(s)</b>			
(Continued)	<b>HAROLD SADDERS STUBBS</b>				
<b>Transferred</b>	<b>Doc. 5 - Grantor(s) Name(s)</b>	<b>Doc. 6 - Grantor(s) Name(s)</b>			
<b>From</b>					
	<b>Doc. 3 - Owner(s) of Record, if Different from Grantor(s)</b>	<b>Doc. 4 - Owner(s) of Record, if Different from Grantor(s)</b>			
	<b>Doc. 5 - Owner(s) of Record, if Different from Grantor(s)</b>	<b>Doc. 6 - Owner(s) of Record, if Different from Grantor(s)</b>			
<b>8</b>	<b>Doc. 3 - Grantee(s) Name(s)</b>	<b>Doc. 4 - Grantee(s) Name(s)</b>			
(Continued)	<b>ANDREW WILLIAM KRAUSE</b>				
<b>Transferred</b>	<b>NOREEN M. KRAUSE</b>				
<b>To</b>	<b>Doc. 5 - Grantee(s) Name(s)</b>	<b>Doc. 6 - Grantee(s) Name(s)</b>			
<b>9</b>	<b>Doc. 3 - Additional Names to be Indexed (Optional)</b>	<b>Doc. 4 - Additional Names to be Indexed (Optional)</b>			
(Continued)					
<b>Other Names</b>	<b>Doc. 5 - Additional Names to be Indexed (Optional)</b>	<b>Doc. 6 - Additional Names to be Indexed (Optional)</b>			
<b>to be Indexed</b>					

Special Recording Instructions (if any)

Special Instructions

Distribution: White - Clerk's Office  
 Canary - SDAT  
 Pink - Office of Finance  
 Goldenrod - Preparer  
 AOC-CG-301(6-93)

TO TITLE SEARCH  
NO TITLE EXAMINATION

## DEED OF EXCHANGE

THIS DEED, Made this 9<sup>th</sup> day of December, in the year one thousand nine hundred and ninety-nine, by and between ANDREW WILLIAM KRAUSE and NOREEN M. KRAUSE, parties of the first part; and JAMES M. WALSH and SANDRA S. WALSH, parties of the second part.

WHEREAS, the parties of the first part are the owners of the parcel of land described in a deed dated November 16, 1998 and recorded among the Land Records of Baltimore County in Liber S.M. No. 13350, folio 403 (the "Krause Property"); and

WHEREAS, the parties of the second part are the owners of the parcel of land described in a Deed dated September 16, 1985 and recorded among the Land Records of Baltimore County in Liber No. 6991, folio 120 ("the Walsh Property"); and

WHEREAS, the parties of the first part desire to convey a portion of Krause Property to the parties of the second part in exchange for a portion of the Walsh Property.

WHEREAS, the parties of the second part desire to convey to the parties of the first part a portion of Walsh Property in exchange for a portion of the Krause Property.

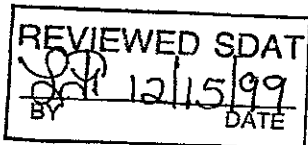
WHEREAS, this Deed is executed for the purpose of the exchange of the properties described herein between the parties.

NOW THEREFORE WITNESSETH, that in consideration of the premises and \$5.00, the parties of the first part do hereby grant and convey unto the parties of the second part, as tenants by the entirety, their assigns, and unto the survivor of them, the survivor's personal representatives and assigns, in fee simple, all that parcel of ground situate in Baltimore County, State of Maryland, and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the buildings and improvements thereupon erected and the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or otherwise appertaining.

TO HAVE AND TO HOLD the said described property as shown on Exhibit A unto and to the proper use and the benefit of the said JAMES W. WALSH and SANDRA S. WALSH, as tenants by the entirety, their assigns, and unto the survivor of them, the survivor's personal representatives and assigns, in fee simple.



AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE - LETTER OF INTENT  
SIGNATURE [signature] DATE 12/15/99

STATE DEPARTMENT OF  
ASSESSMENTS & TAXATION

CLERK DATE

THIS DEED, Made this 6th day of September, in the year nineteen hundred eighty-five, by and between RICHARD WILSON HENDERSON and JOANNE SMITH HENDERSON, his wife, of Baltimore County, State of Maryland, parties of the first part, and JAMES A. WALSH and SANDRA S. WALSH, his wife, of Baltimore County, State of Maryland, parties of the second part.

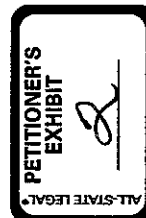
WITNESSETH, That in consideration of the sum of Five Dollars and other good and valuable considerations, the actual consideration paid in connection with this conveyance being FIVE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$535,000.00), this day paid, the receipt whereof is hereby acknowledged, the said RICHARD WILSON HENDERSON and JOANNE SMITH HENDERSON, his wife, do grant and convey unto the said JAMES A. WALSH and SANDRA S. WALSH, his wife, as tenants by the entireties, the ~~part~~ <sup>part</sup> assigns, the survivor of them and the personal representatives and assigns of the survivor, in fee simple, all that parcel of ~~land~~ <sup>land</sup> situate, lying, and being in the Eighth Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a stone at the end of the south 4-1/2 degrees west 38.6 perches line as described in the second parcel of a deed from Reba Ensor Cooper and husband to Cornelius V. Roe and wife, dated July 18, 1960, and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3726, folio 317, etc., running thence binding on the second parcel of that deed the four following lines as now surveyed by magnetic bearings, south 26 degrees 15 minutes 45 seconds east 304.10 feet to a stone, south 88 degrees 24 minutes 11 seconds east 1033.00 feet to a stone, north 88 degrees 06 minutes 52 seconds east 133.43 feet to a stone and north 04 degrees 22 minutes 45 seconds east 979.32 feet to a stake and to intersect the south 89-1/2 degrees east 170 perches line in the first parcel of land described in the above mentioned deed, running thence binding on that parcel, south 85 degrees 41 minutes 56 seconds east 642.95 feet to a pipe at the end of the south 22 degrees 23 minutes east 506.4 foot line in a deed from Reba Ensor Cooper and husband to W. Randall Compton and wife, dated November 3, 1956, and recorded among the Land Records aforesaid in Liber G.L.B. No. 3062, folio 255, etc., running thence binding on that deed reversely, north 22 degrees 23 minutes west 506.40 feet to a pipe 20 feet southeast of the centerline of Thornton Mill Road, thence north 48 degrees 31 minutes east 17.99 feet to a point in said road and to intersect the south 45-1/2 degrees east 7 perches line in a deed from Thomas P. Williams and wife to Mary Johnson, dated October 29, 1881, and recorded among the Land Records aforesaid in Liber W.M.I. No. 128, folio 28, etc., thence binding on that deed reversely and running in Thornton Mill Road the three following lines, north 41 degrees 29 minutes west 100.40 feet, north 25 degrees 40 minutes west 280.50 feet, north 25 degrees 47 minutes east 99.00 feet, thence

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE-LETTER OF INTENT

SIGNATURE *[Signature]* DATE 9-11-85

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE-LETTER OF INTENT

SIGNATURE *[Signature]* DATE 9-11-85

leaving Thornton Mill Road and still binding on the last mentioned deed reversely, north 58 degrees 50 minutes east 84.15 feet to a stone at the end of the south 32 degrees 45 minutes east 71 feet 2 inches line in a deed from William L. Ensor and wife to Charles Lewis Huffard and wife, dated October 10, 1929, and recorded among the Land Records aforesaid in Liber L.McL.M. No. 832, folio 567, etc., thence binding on that deed reversely, north 31 degrees 04 minutes 49 seconds west 70.72 feet to a nail in the center of Thornton Mill Road and to the beginning point described in a deed from Reba Ensor Cooper and husband to Charles Lewis Hoffard and wife, dated May 3, 1960, and recorded among the Land Records aforesaid in Liber W.J.R. No. 3726, folio 313, etc., thence binding on that deed reversely and running in or near the center of Thornton Mill Road, north 29 degrees 21 minutes 38 seconds west 108.45 feet and north 47 degrees 11 minutes 38 seconds west 141.20 feet and to the end of the south 49 degrees 40 minutes east 246 feet 9 inches line in the aforementioned deed from William L. Ensor and wife to Charles Lewis Huffard and wife, thence binding on that deed reversely and still running in the above mentioned road, north 44 degrees 56 minutes west 246.75 feet to a nail 1 foot southwest of the center of said road, north 36 degrees 26 minutes west 87.50 feet to a nail, north 14 degrees 56 minutes west 250.00 feet and north 06 degrees 20 minutes west 89.58 feet to a point in or near the intersection of the present centerlines of Western Road and Thornton Mill Road at the end of the south 12-1/4 degrees east 57.8 perches line as described in the first parcel of the hereinabove referred to deed from Reba Ensor Cooper and husband to Cornelius V. Roe and wife, said point also being at the end of the south 11 degrees 04 minutes east 1019 feet 8 inches line in the hereinabove referred to deed from William L. Ensor and wife to Charles Lewis Huffard and wife, thence binding on said deed from Reba Ensor Cooper and husband to Cornelius V. Roe and wife and running in Western Road south 54 degrees 42 minutes 43 seconds west 362.87 feet and thence binding on a part of the north 89-1/2 degrees west 102 perches line in said deed north 85 degrees 07 minutes west 25.00 feet to a point in the centerline of the present road-bed of said Western Road and to intersect the closing property line mentioned in a deed from Cornelius V. Roe and wife to Joseph J. Jackson and wife dated April 27, 1962, and recorded among the Land Records aforesaid in Liber W.J.R. No. 3982, folio 353, thence running in the center of said Western Road and intending to bind on that deed the eight following lines: south 81 degrees 51 minutes 40 seconds west 147.70 feet to a nail, south 62 degrees 37 minutes west 113.19 feet, south 60 degrees 49 minutes 30 seconds west 501.90 feet, south 43 degrees 48 minutes west 298.71 feet, south 33 degrees 19 minutes west 153.49 feet, south 28 degrees 12 minutes west 410.80 feet, south 39 degrees 55 minutes 30 seconds west 176.34 feet and south 42 degrees 22 minutes 07 seconds west 357.92 feet to a stake on the west side of Western Road at the beginning point of the last above mentioned deed and also to the end of the north 88-1/2 degrees east 39-1/4 perches line in the first parcel of the first above mentioned deed, thence binding on that parcel the two following lines and running in Western Road, south 21 degrees 55 minutes west 396.00 feet to a point in the center thereof and south 46 degrees 45 minutes west 354.20 feet to a stake 12 feet southeast of the center thereof and to the end of the north 40 degrees west 25 perches line in a deed from William L. Ensor and wife to Harry H. Durham and wife dated March 23, 1920, and recorded among the Land Records aforesaid in Liber W.P.C. No. 523, folio 153, etc., thence binding on that deed reversely, south 38 degrees 45 minutes 42 seconds east 413.35 feet to a stake and to intersect the north 87 degrees east 41-9/25 perches line in the first parcel of the first above mentioned

deed, thence binding on that parcel the three following lines, south 89 degrees 36 minutes 30 seconds east 347.97 feet to a stake, north 04 degrees 03 minutes east 977.03 feet to a stake and south 85 degrees 41 minutes 56 seconds east 416.99 feet to a stake and to the beginning point of the second parcel in the first above mentioned deed, thence binding on that parcel, south 08 degrees 48 minutes 56 seconds west 639.06 feet to the place of beginning. Containing 94.686 acres of land, more or less. The improvements thereon being known as No. 14601 Western Road.

BEING ALL AND THE SAME property which by Deed dated April 7, 1969 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4979, folio 300, was granted and conveyed by Clarence E. Ritter and Lois M. Ritter, his wife, and Robert S. Knight and Hazel M. Knight, his wife, unto the said Richard Wilson Henderson and Joanne Smith Henderson, his wife, for and during the term of their joint natural lives and the life of the survivor of them with full powers of sale as therein set forth. It is the intention of said grantors to exercise the powers of sale hereinbefore referred to.

SAVING AND EXCEPTING therefrom, however, such portions thereof as were demised and leased by Lease dated September 7, 1973 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr., No. 5393, folio 543, by Richard Wilson Henderson and Joanne Smith Henderson, his wife, to Urban Title Holding Company, Inc.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or otherwise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said JAMES A. WALSH and SANDRA S. WALSH, his wife, as tenants by the entireties, their assigns, the survivor of them and the personal representatives and assigns of the survivor, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed, that they will warrant specially the property granted, and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of the said Grantors.

WITNESS:

*Richard Wilson Henderson* (SE)  
RICHARD WILSON HENDERSON

*David D. Downes*  
David D. Downes

*Joanne Smith Henderson* (SE)  
JOANNE SMITH HENDERSON

STATE OF NORTH CAROLINA, GUILFORD COUNTY TO WIT:

I HEREBY CERTIFY, That on this 4 day of September 1985, before me, a Notary Public of the State aforesaid, personally appeared RICHARD WILSON HENDERSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who signed the same in my presence and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

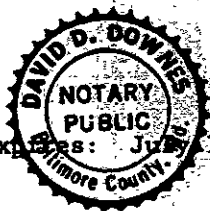
*Barbara J. Gard*  
-Notary Publ  
Barbara J. Gard

My Commission Expires: July 1, 1986

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of September, 1985, before me, a Notary Public of the State aforesaid, personally appeared JOANNE SMITH HENDERSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who signed the same in my presence and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



My Commission Expires: July 1, 1986

*David D. Downes* -Notary Publ

Mail to *Cook, Howard et al*  
Address *200 Allegheny Ave*  
*21204*



TO TITLE SEARCH  
NO TITLE EXAMINATION

## DEED OF EXCHANGE

THIS DEED, Made this 9<sup>th</sup> day of December, in the year one thousand nine hundred and ninety-nine, by and between ANDREW WILLIAM KRAUSE and NOREEN M. KRAUSE, parties of the first part; and JAMES M. WALSH and SANDRA S. WALSH, parties of the second part.

WHEREAS, the parties of the first part are the owners of the parcel of land described in a deed dated November 16, 1998 and recorded among the Land Records of Baltimore County in Liber S.M. No. 13350, folio 403 (the "Krause Property"); and

WHEREAS, the parties of the second part are the owners of the parcel of land described in a Deed dated September 16, 1985 and recorded among the Land Records of Baltimore County in Liber No. 6991, folio 120 ("the Walsh Property"); and

WHEREAS, the parties of the first part desire to convey a portion of Krause Property to the parties of the second part in exchange for a portion of the Walsh Property.

WHEREAS, the parties of the second part desire to convey to the parties of the first part a portion of Walsh Property in exchange for a portion of the Krause Property.

WHEREAS, this Deed is executed for the purpose of the exchange of the properties described herein between the parties.

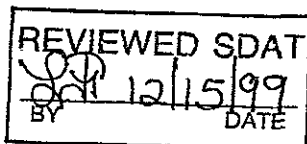
NOW THEREFORE WITNESSETH, that in consideration of the premises and \$5.00, the parties of the first part do hereby grant and convey unto the parties of the second part, as tenants by the entirety, their assigns, and unto the survivor of them, the survivor's personal representatives and assigns, in fee simple, all that parcel of ground situate in Baltimore County, State of Maryland, and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the buildings and improvements thereupon erected and the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said described property as shown on Exhibit A unto and to the proper use and the benefit of the said JAMES W. WALSH and SANDRA S. WALSH, as tenants by the entirety, their assigns, and unto the survivor of them, the survivor's personal representatives and assigns, in fee simple.

*Petitioner  
No 6*



AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE-LETTER OF INTENT  
SIGNATURE *SP* DATE 12/15/99

AND FURTHERMORE, that in consideration of the premises and \$5.00, the parties of the second part do grant and convey to the parties of the first part, as tenants by the entireties, their assigns, and unto the survivor of them, the survivor's personal representatives and assigns, all that parcel of ground situate in Baltimore County, State of Maryland, and described as follows:

See Exhibit "B" attached hereto and made a part hereof.

TOGETHER WITH the buildings and improvements thereupon erected and the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or otherwise appertaining.

TO HAVE AND TO HOLD the said described property as shown on Exhibit B, unto and to the proper use and benefit of the said ANDREW WILLIAM KRAUSE and NOREEN M. KRAUSE, as tenants by the entireties, their assigns, and unto the survivor of them, the survivor's personal representatives and assigns, in fee simple.

AND the parties of the first and second parts hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the properties hereby conveyed; that they will warrant specially the properties hereby respectively granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals.

WITNESS:

Elaborah Hogan

Elaborah Hogan

Elaborah Hogan

Elaborah Hogan

Andrew William Krause (Seal)  
ANDREW WILLIAM KRAUSE

Noreen M. Krause (Seal)  
NOREEN M. KRAUSE

James A. Walsh (Seal)  
JAMES A. WALSH

Sandra S. Walsh (Seal)  
SANDRA S. WALSH

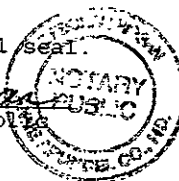
STATE OF MARYLAND, Baltimore County

, TO WIT:

I HEREBY CERTIFY, that on this 9th day of December, in the year one thousand nine hundred and ninety-nine, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared ANDREW WILLIAM KRAUSE and NOREEN M. KRAUSE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert L. Hogan  
Notary Public




My commission expires: 4-01-02

STATE OF MARYLAND, Baltimore County, TO WIT:

I HEREBY CERTIFY, That on this 9th day of December, in the year one thousand nine hundred and ninety-nine, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JAMES A. WALSH and SANDRA S. WALSH, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert L. Hogan  
Notary Public



My commission expires: 4-01-02

IN accordance with Real Property Article Section 3-104 (f) this is to certify that the foregoing instrument was prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Timothy E. Weddle  
TIMOTHY E. WEDDLE

Return to:  
Security Title  
6 S. Calvert Street  
Baltimore, MD 21201

## EXHIBIT "A"

LEGAL DESCRIPTION  
 6.4981 ACRE PARCEL  
 8 TH. ELECTION DISTRICT  
 BALTIMORE COUNTY, MARYLAND

**BEGINNING FOR THE SAME** at the point of beginning of the parcel of land described in a deed dated September 6, 1983 and recorded among the land records of Baltimore County, Maryland in Liber 6991 Folio 120 which was conveyed by Richard Wilson Henderson and Joanne Smith Henderson unto James A. Walsh and Sandra S. Walsh; said point also being the beginning of the fourth line of a deed dated November 16, 1998 and recorded among the aforementioned land records in Liber S.M. 13350 Folio 403 which was conveyed by Mabel Snodgrass Stubbs unto Andrew William Krause and Noreen M. Krause; thence binding on said fourth line, referring all courses to the Baltimore County Metropolitan District Grid Meridian

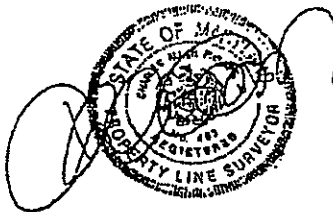
1. South 35 degrees 16 minutes 17 seconds East 303.76 feet; thence for a new line of division;
2. North 64 degrees 20 minutes 51 seconds West 600.39 feet to intersect the first line of the aforementioned Krause deed; thence binding thereon;
3. North 04 degrees 59 minutes 15 seconds West 595.54 feet to the beginning of the second line of said Krause deed; thence binding on the second and third lines of said deed;
4. North 85 degrees 49 minutes 15 seconds East 411.77 feet;
5. South 00 degrees 37 minutes 25 seconds East 635.25 feet to the point of beginning

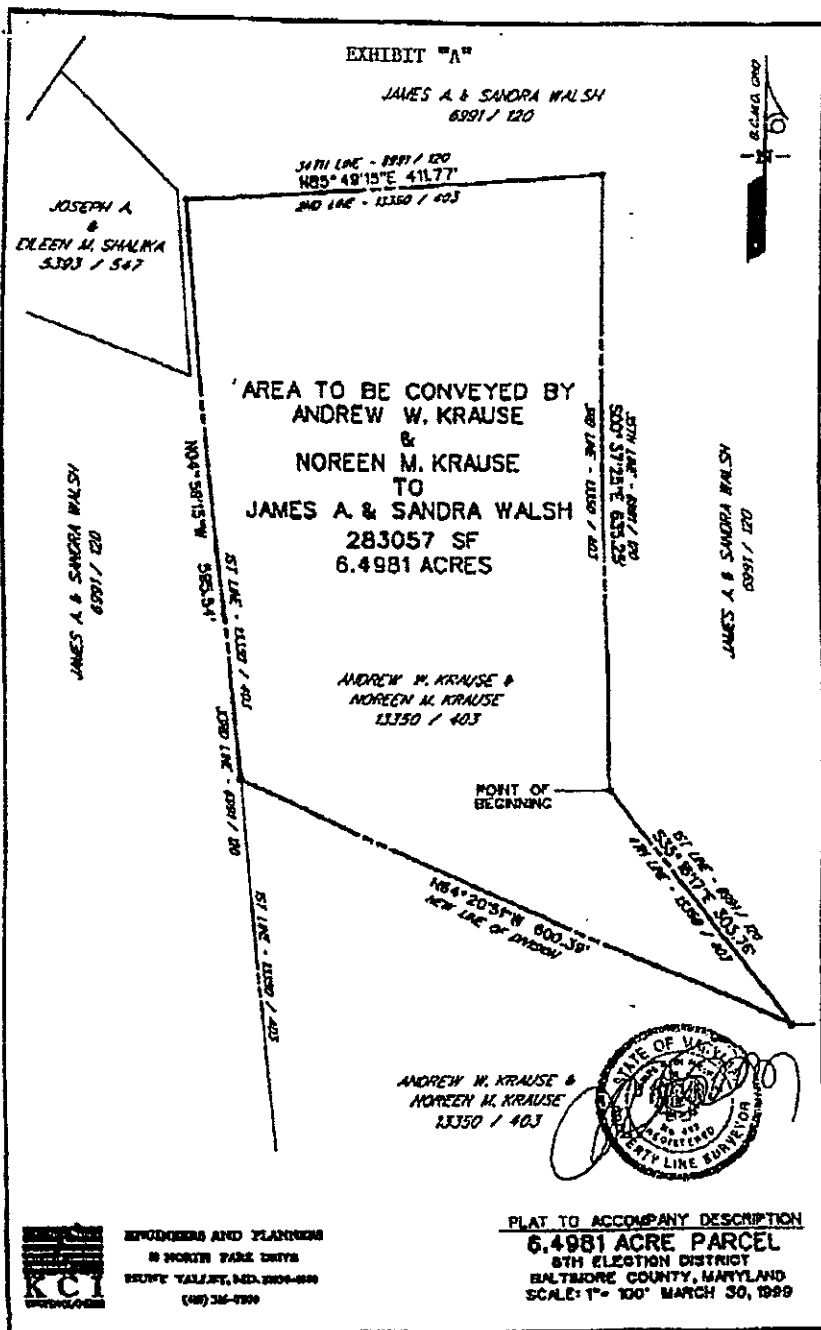
CONTAINING 283,057 square feet or 6.4981 acres of land, more or less.

Being a part of that parcel of land described in a deed dated November 16, 1998 and recorded among the land records of Baltimore County, Maryland in Liber 13350 Folio 403, which was conveyed by Mabel Snodgrass Stubbs unto Andrew William Krause and Noreen M. Krause.

RC/nes

KCI Job No. 01 99019  
 03/31/99





## EXHIBIT "B"

LEGAL DESCRIPTION  
 5.9470 ACRE PARCEL  
 8 TH. ELECTION DISTRICT  
 BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME at the point of beginning of the parcel of land described in a deed dated November 16, 1998 and recorded among the Land Records of Baltimore County, Maryland in Liber S. M. 13350, Folio 403, which was conveyed by Mabel Snodgrass Stubbs unto Andrew William Krause and Noreen M. Krause; thence binding reversely on the twenty fourth line of said deed, referring all courses to the Baltimore County Metropolitan District Grid Meridian

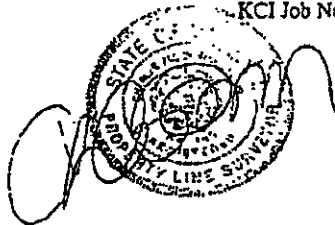
1. South 81 degrees 25 minutes 02 seconds West 347.96 feet to the end of the twenty third line of said deed; thence binding reversely on part of said twenty third line;
2. North 47 degrees 44 minutes 10 seconds West 413.35 feet to the end of the thirtieth line of a deed dated September 6, 1985 and recorded among the aforementioned Land Records in Liber 6991 Folio 120, which was conveyed by Richard Wilson Henderson and Joanne Smith Henderson unto James A. Walsh and Sandra S. Walsh; thence binding reversely on said thirtieth line
3. North 37 degrees 21 minutes 46 seconds East 356.06 feet to the end of the twenty ninth line of the aforementioned Walsh deed; thence binding reversely on part of said twenty ninth line in Western Road
4. North 13 degrees 02 minutes 42 seconds East 60.00 feet; thence departing said twenty ninth line for a new line of division
5. South 64 degrees 20 minutes 51 seconds East 429.36 feet to intersect the first line of the aforementioned Liber S. M. 1335 Folio 403; thence binding reversely thereon
6. South 04 degrees 59 minutes 15 seconds East 383.09 feet to the point of beginning.

CONTAINING 259,050 square feet or 5.9470 acres of land, more or less.

Being a part of that parcel of land described in a deed dated September 6, 1985 and recorded among the land records of Baltimore County, Maryland in Liber 6991 Folio 120 which was conveyed by Richard Wilson Henderson and Joanne Smith Henderson unto James A. Walsh and Sandra S. Walsh.

RC/nes

KCI Job No. 01-99019  
 03/31/99





0014210 566

State of Maryland Land Instrument Intake Sheet  
☐ Baltimore City ☒ County: Baltimore County

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

INSTRUMENT \$ 5.00  
 RECORDING FEE 20.00  
 RECORDECTION 17.50  
 TR. TAX STATE 16.75  
 TOTAL 59.25  
 Rec # B484 Rpt # 66915  
 SM LL Blk # 1576  
 Dec 16r 1999 02:57 PM

(Type or Print in Black Ink Only - All Copies Must Be Legible)

1. Type(s) of Instruments		<input checked="" type="checkbox"/> Check Box if Addendum Intake Form is Attached	
2. Conveyance Type Check Box		<input checked="" type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Other <u>Amendment</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Not an Arms-Length Sale [9]	
3. Tax Exemptions (If Applicable) Cite or Explain Authority		<input type="checkbox"/> Recordation <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer <u>Exchange</u>	
4. Consideration and Tax Calculations		Consideration Amount Purchase Price/Consideration \$ 0 Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$ Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X ( ) % = \$ Exemption Amount \$ Total Transfer Tax \$ Recordation Tax Consideration \$ X ( ) per \$500 = \$ TOTAL DUE \$	
5. Fees		Amount of Fees Doc. 1 Doc. 2 Recording Charge \$ 2000 Surcharge \$ 200 State Recordation Tax \$ State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$ Agent: _____ Tax Bill: _____ C.B. Credit: _____ Ag. Tax/Other: _____	
6. Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).		District: 08 Property Tax ID No. (1): 23-00-004291 Grantor/Lien/Folio: 13350/403 Map: Parcel No.: Var. L.O.O.: Subdivision Name: Lot (3a): Block (3b) Sect/VAR (3c): Plot Ref: SqFt/Acreage (4): Location/Address of Property Being Conveyed (2): <u>Part of 44.533 acres Western Road / part of 14601 Western Rd</u> Other Property Identifiers (if applicable): <u>20-00-005253</u> Water Meter Account No.: Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: _____ Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Am. of SqFt/Acreage Transferred: _____ If Partial Conveyance, List Improvements Conveyed: _____	
7. Transferred From		Doc. 1 - Grantor(s) Name(s): <u>Andrew William Krause</u> <u>Noreen M. Krause</u> Doc. 2 - Grantor(s) Name(s): <u>James A. Walsh</u> <u>Sandra S. Walsh</u> Doc. 1 - Owner(s) of Record, if Different from Grantor(s): _____ Doc. 2 - Owner(s) of Record, if Different from Grantor(s): _____	
8. Transferred To		Doc. 1 - Grantee(s) Name(s): <u>James A. Walsh</u> <u>Sandra S. Walsh</u> Doc. 2 - Grantee(s) Name(s): _____ New Owner's (Grantee) Mailing Address: <u>14601 Western Road Sparks MD 21152</u>	
9. Other Names to Be Indexed		Doc. 1 - Additional Names to be Indexed (Optional): _____ Doc. 2 - Additional Names to be Indexed (Optional): _____	
10. Contact/Mail Information		Instrument Submitted By or Contact Person: _____ Name: <u>Deborah Hagan</u> Return to Contact Person <input type="checkbox"/> Firm: <u>Security Title</u> Hold for Pickup <input type="checkbox"/> Address: <u>G. S. Calvert Street</u> <u>Baltimore MD 21202</u> Phone: <u>(410) 727-4496</u> Return Address Provided <input checked="" type="checkbox"/>	
11. Assessment Information		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify: _____ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). Assessment Use Only - Do Not Write Below This Line Agricultural Verification: <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Trans. Process Verification Transfer Number: _____ Date Received: _____ Deed Reference: _____ Assigned Property No.: _____ Year: _____ (10) 15 _____ Geo: _____ Map: _____ Sub: _____ Block: _____ Zoning: _____ Grid: _____ Plat: _____ Lot: _____ Use: _____ Parcel: _____ Section: _____ Own. Cd.: _____ Town Cd.: _____ Ex. St.: _____ Ext. Cd.: _____	

Clerk's Office



DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 20<sup>th</sup> day of DECEMBER, 1999, by and between ANDREW WILLIAM KRAUSE and NOREEN M. KRAUSE, having an address at 16139 York Road, Sparks, Maryland 21152 ("Grantors") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 ("Grantee").

## WITNESSETH

WHEREAS the Maryland Environmental Trust is charitable in nature and is created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1997 Replacement Volume as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS Grantors own in fee simple 43.9819 acres, more or less, of certain real property ("Property") situate, lying and being in the Eighth Election District of Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by Mabel Snodgrass Stubbs, Trustee of the Mabel Snodgrass Stubbs Trust (Revocable) dated May 8, 1992, by Deed dated November 16, 1998 and recorded among the land records of Baltimore County, Maryland in Liber 0013350, Folio 403, and by James A. Walsh and Sandra Walsh by Deed dated December 9, 1999 and recorded among the land records of Baltimore County, Maryland in Liber 14210, Folio 359.

WHEREAS Grantors are willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land and contiguous water areas of the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement;

WHEREAS Grantors and Grantee recognize the open-space conservation value of the Property in its present state, as a natural and rural area that has not been subject to development, and have identified significant conservation features in Exhibit B attached hereto;

WHEREAS Grantors and Grantee have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Property, and, except as hereinafter provided, preventing the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition;



WHEREAS Grantee is authorized by the laws of Maryland to accept, hold and administer conservation easements, and possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code;

NOW, THEREFORE, as an absolute gift of no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantors unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

The purpose of this Conservation Easement is to preserve and protect the environment of the Property and to maintain permanently the open-space values of the Property and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of the Property.

To achieve these objectives, the following conditions and restrictions are set forth:

#### ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article VI and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantors and their personal representatives, heirs, successors and assigns.

#### ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities other than farming, silviculture and horticulture are prohibited on the Property, except for (1) such activities as can be conducted in existing structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products produced on the Property. Notwithstanding the first sentence, commercial recreation, other than a de minimis amount, is prohibited.

B. Display of billboards, signs or advertisements is prohibited on or over the Property, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the agricultural, horticultural, silvicultural and naturalistic uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property;

(5) to post the Property against trespassing and hunting; or (6) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this easement or state and local environmental or game laws; provided that no sign or billboard on the Property shall exceed four feet by four feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees, and shall be placed in accordance with applicable local regulations.

C. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary for agriculture and silviculture on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservation Easement and means of access.

D. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (1) for the purpose of combating erosion or flooding, (2) for agriculture and silviculture on the Property, (3) for the construction and/or maintenance of permitted structures, homesites, means of access and wildlife habitat, or (4) for construction of a pond in accordance with all necessary federal, State and local permits.

E. Diking, draining, filling or removal of wetlands is prohibited.

F. In the approximately nine (9) acres delineated on Exhibit F herein for the two permitted homesites and pond, and in an area of up to nine (9) acres to be located east of the tributary of Western Run as shown on Exhibit G herein, management and harvesting of all forests on the Property shall be in accordance with the Guide to Forest Harvest Operations and Best Management Practices or comparable provisions of any guidelines or regulations which may replace the Guide in the future or as they may be amended from time to time. In other areas of the Property, removal, destruction, and cutting of trees and shrubs shall be prohibited, except that the following is permitted:

- (1) Clearing of land to the extent reasonably necessary for the creation and maintenance of accesses to the two (2) permitted homesites;
- (2) Removal of trees and shrubs to the extent reasonably necessary for the creation and maintenance of trails;
- (3) Removal of multi-flora rose and other invasive and non-native species;
- (4) Removal of dead and diseased trees;
- (5) Removal of trees of diameter less than five (5) inches.

G. No building, facility, or other structure shall be constructed on the Property after the date of this Conservation Easement, except:

- (1) To construct accessory structures designed, constructed and utilized for the purpose of serving the two (2) permitted residences or their replacements (for example, garage, well house, swimming pool, tennis court, gazebo, children's play equipment, toolshed);
- (2) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property;
- (3) To replace all existing structures and other structures permitted under this Conservation Easement with structures of similar purpose;
- (4) To improve, repair, restore, alter, expand, remodel, and maintain all existing structures and other structures permitted under this Conservation Easement in this Article;
- (5) To construct and maintain reasonable means of access to all permitted uses and structures;
- (6) To construct two single family residences in the locations shown on Exhibit F herein.

Grantors shall notify Grantee at least ninety (90) days in advance of any work whether for construction or preparatory to construction regarding the location of any new residential structure if different from the locations shown on Exhibit F herein, the location of any replacement residential structure if different from the location of the replaced structure, the conversion of any previously non-residential structure to a residential structure, and the location of a new means of access to a residential structure, all of which shall be subject to the prior written approval of Grantee.

H. The total number of residential structures (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes and seasonal cabins) on the Property shall never exceed two (2).

I. Division of the Property into more than the two existing parcels of land, for any purpose, is prohibited, except that Grantors may subdivide one lot of the County minimum size for one of the permitted residential structures. In addition, the Grantee may approve the division of the Property for reasons which the Grantee determines, in

its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition.

J. Grantors shall maintain a vegetative buffer strip along Western Run. The minimum width of the buffer strip along Western Run shall be one hundred (100) feet (or larger as required by applicable law) except as may be reasonably necessary for (1) erosion control; (2) forest or wildlife management, subject to Grantee's approval; (3) recreational water uses and associated structures; (4) hunting, fishing, or trapping; or (5) access to the water. Removal of multi-flora rose is permitted within the buffer strip. Manure and compost shall not be stored within one hundred (100) feet of streams. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within one hundred (100) feet of streams.

K. Grantors hereby grant to Grantee all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

L. All rights reserved by Grantors or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Property.

M. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by Grantors or not prohibited by this Conservation Easement are considered to be consistent with the conservation purposes of this Conservation Easement and require no prior notification or approval, except that, if Grantors believe or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Property, Grantors shall notify Grantee in writing before exercising such right.

### ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantors, Grantee may, after reasonable notice to Grantors, exercise any or all of the following remedies:

(1) institute suits to enjoin any breach or enforce any covenant by ~~ex~~ *parte* temporary, and/or permanent injunction either prohibitive or mandatory, and

(2) require that the Property be restored promptly to the condition required by this Conservation Easement.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Conservation Easement, Grantors shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

B. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantors, their personal representatives, heirs, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

#### ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

#### ARTICLE V. EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of four (4) pages.

B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of two (2) pages.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

D. Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers is kept on file at the principal office of the Grantee and is fully and completely incorporated into this Conservation Easement as though

attached hereto and made a part hereof. Exhibit D consists of fifteen (15) color slides and one (1) page.

E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal office of the Grantee and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Map Showing Locations for the Two Permitted Residences is attached hereto and made a part hereof. Exhibit F consists of one (1) page.

G. Exhibit G: Map Showing Area Where Nine Acres May Be Cleared for Pasture is attached hereto and made a part hereof. Exhibit G consists of one (1) page.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

#### ARTICLE VI. MISCELLANEOUS

A. Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purposes of this Conservation Easement will be maintained; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if the proceedings are instituted for condemnation of this Conservation Easement, the easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors, their personal representatives, heirs, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantors agree for themselves, their personal representatives, heirs, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated.

C. Grantee agrees to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

D. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole.

E. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

F. The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Property.

G. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

H. Grantee shall record this instrument in timely fashion in the official records of Baltimore County, Maryland, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

I. Grantors and Grantee agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of Grantee under this Conservation Easement. Grantors have provided a copy of this Conservation Easement to all mortgagees and trustees of deeds of trust affecting the Property as of the date of this Conservation Easement, and each mortgagee and trustee has subordinated the mortgage or deed of trust to this Conservation Easement by signing a subordination clause at the end of this Conservation Easement, which shall be recorded in the land records at the time of recording of the remainder of this Conservation Easement.

J. Any notices by Grantors to Grantee pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to Maryland Environmental Trust, 100 Community Place, First Floor, Crownsville, Maryland 21032, or to such other address as Grantee may establish in writing on notification to Grantors.



K. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by notice to Grantee. Such consent shall be deemed to have been given unless within ninety (90) days after receipt of notice Grantee mails notice to Grantors of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

WITNESS:

GRANTORS:

*May M. Trachi*  
*May M. Trachi*

*Andrew William Krause* (SEAL)  
Andrew William Krause  
*Noreen M. Krause* (SEAL)  
Noreen M. Krause

STATE OF MARYLAND, Belcamp of Harford Cty. TO WIT:

I HEREBY CERTIFY, that on this 20 day of December 1999, before me the subscriber, a Notary Public of the State aforesaid, personally appeared ANDREW WILLIAM KRAUSE, known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

*Diana Carol Kegley*

Notary Public  
My Commission Expires: \_\_\_\_\_  
DIANA CAROL KEGLEY  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires 10/15/01  
9



STATE OF MARYLAND, Bel Campo Hartford City TO WIT:

I HEREBY CERTIFY, that on this 20 day of December, 1999, before me the subscriber, a Notary Public of the State aforesaid, personally appeared NOREEN M. KRAUSE, known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Diana Carol Kegley  
 DIANA CAROL KEGLEY  
 NOTARY PUBLIC STATE OF MARYLAND  
 My Commission Expires 10/15/01

ACCEPTED BY

THE MARYLAND ENVIRONMENTAL  
 TRUST AS GRANTEE:

John Bernstein  
 John Bernstein  
 Director

I hereby certify this deed was prepared and reviewed for legal form and sufficiency by Roger H. Meisler, an attorney admitted to practice by the Court of Appeals of Maryland.

R. H. Meisler 12-22-99  
 Assistant Attorney General

[If mortgage]

Rosa Jeannette Krause, who is the Mortgagee under a Mortgage, dated November 13, 1998, given by Andrew William Krause and Noreen M. Krause, and recorded among the Land Records of Baltimore County, Maryland in Liber       , folio       , hereby joins in the execution of this Conservation Easement for the express purpose of subordinating his/her respective right, title and interest under such Mortgage and in and to the Property to the operation and effect of this Conservation Easement.

IN WITNESS WHEREOF, the Mortgagee has executed and ensealed this Subordination Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative this        day of       , 1999.

WITNESS:

Mandy Hockella

Rosa Jeannette Krause (SEAL)  
Name

STATE OF MARYLAND : COUNTY OF HARFORD : TO WIT:

I HEREBY CERTIFY that on this 20 day of DECEMBER, 1999, before me, a Notary Public for the state and county aforesaid, personally appeared ROSA JEANNETTE KRAUSE, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and that he/she has executed such instrument for the purposes therein set forth, and that the same is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]  
Notary Public

My commission expires on 05.01.01.



Deed of Conservation Easement  
 Andrew William Krause and Noreen M. Krause  
 Exhibit A  
 Boundary Description and Property Reference  
 Page One of Four

ALL those two parcels of land in the Eighth Election District of Baltimore County, Maryland, containing 43.9819 acres more or less, and more particularly described as follows:

FIRST PARCEL

BEGINNING for the same at the Point of Beginning of the third parcel of land described in a Deed dated February 6, 1940 recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 1090, Folio 360, which was granted and conveyed by University of Maryland, et al, unto Donald S. Stubbs, et ux, and running thence binding along the First through the Fifth Lines of said Deed, as now surveyed, referring all courses to the Baltimore County Metropolitan District grid system, the six (6) following courses, viz.:

1. North 04° 59' 15" West, 978.63 feet, thence
2. North 85° 49' 15" East, passing over an iron pipe found at 0.63 feet, 411.77 feet in all to a stone found, thence
3. South 00° 37' 25" East, 635.25 feet to a stone found with an "x" cut, thence
4. South 35° 16' 17" East, 303.75 feet to a stone found, thence
5. South 89° 16' 48" East, 1034.07 feet to a stone found and
6. South 03° 05' 48" East, 1351.82 feet to the center of Western Run and running thence meandering along said center of Western Run and along the Seventh through the Nineteenth Lines of the aforesaid Deed, the thirteen (13) following courses, viz.:
7. North 77° 48' 31" West, 178.78 feet, thence
8. North 46° 52' 14" West, 101.15 feet, thence
9. North 44° 04' 22" West, 200.00 feet, thence
10. North 58° 38' 48" West, 125.00 feet, thence
11. North 70° 38' 48" West, 200.00 feet, thence
12. North 65° 38' 48" West, 250.00 feet, thence
13. North 73° 38' 48" West, 350.00 feet, thence
14. North 50° 20' 47" West, 72.56 feet, thence
15. North 58° 22' 27" West, 350.00 feet, thence
16. North 45° 08' 48" West, 200.00 feet, thence
17. North 51° 08' 48" West, 100.00 feet, thence
18. South 67° 13' 18" West, 99.10 feet, thence
19. South 58° 47' 13" West, 50.00 feet to a point at the easternmost corner of Tract "A" as shown on a plat of Section I, Willow Mill Estates recorded among the aforesaid Land Records in Plat Book O.T.G. 35 at Folio 25, thence leaving said Western Run and

Deed of Conservation Easement  
 Andrew William Krause and Noreen M. Krause  
 Exhibit A  
 Boundary Description and Property Reference  
 Page Two of Four

binding along the eastern and northeast lines of said Tract "A" as shown on the aforesaid Plat, the two (2) following courses, viz.:

20. North 01° 06' 50" West, 167.53 feet, and
21. North 47° 44' 10" West, 487.69 feet to a point in the bed of Western Road as laid out and existing and running thence binding in or near the center of said Western Road,
22. North 56° 13' 50" East, 51.52 feet to the beginning of the Twenty-seventh Line of the hereinabove mention Deed and running thence binding along said Twenty-seventh Line and along the Twenty-eighth Line of said Deed, the two (2) following courses, viz.:
23. South 47° 44' 10" East, 428.00 feet to a rebar and cap, and
24. North 81° 25' 02" East, 347.96 feet to the point of beginning containing 44.533 acres of land more or less.

BEING the same parcel which by Deed dated November 16, 1998 and recorded among the Land Records of Baltimore County, Maryland in Liber 13350, folio 403 was conveyed by Mabel Snodgrass Stubbs to Andrew William Krause and Noreen M. Krause.

SAVING AND EXCEPTING a 6.4981 acre parcel described as follows:

BEGINNING FOR THE SAME at the point of beginning of the parcel of land described in a deed dated September 6, 1985 and recorded among the land records of Baltimore County, Maryland in Liber 6991 Folio 120 which was conveyed by Richard Wilson Henderson and Joanne Smith Henderson unto James A. Walsh and Sandra S. Walsh; said point also being the beginning of the fourth line of a deed dated November 16, 1998 and recorded among the aforementioned land records in Liber S.M. 13350 Folio 403 which was conveyed by Mabel Snodgrass Stubbs unto Andrew William Krause and Noreen M. Krause; thence binding on said fourth line, referring all courses to the Baltimore County Metropolitan District Grid Meridian

1. South 35 degrees 16 minutes 17 seconds East 303.76 feet; thence for a new line of division;
2. North 64 degrees 20 minutes 51 seconds West 600.39 feet to intersect the first line of the aforementioned Krause deed; thence binding thereon;
3. North 04 degrees 59 minutes 15 seconds West 595.54 feet to the beginning of the second line of said Krause deed; thence binding on the second and third lines of said deed;

Deed of Conservation Easement  
 Andrew William Krause and Noreen M. Krause  
 Exhibit A  
 Boundary Description and Property Reference  
 Page Three of Four

4. North 85 degrees 49 minutes 15 seconds East 411.77 feet;
5. South 00 degrees 37 minutes 25 seconds East 635.25 feet to the point of beginning.

CONTAINING 283,057 square feet or 6.4981 acres of land, more or less.

BEING a part of that parcel of land described in a deed dated November 16, 1998 and recorded among the land records of Baltimore County, Maryland in Liber 13350 Folio 403, which was conveyed by Mabel Snodgrass Stubbs unto Andrew William Krause and Noreen M. Krause.

BEING the same parcel of land described in a deed dated December 9, 1999 and recorded among the land records of Baltimore County, Maryland in Liber 14210, Folio 559 which was conveyed by Andrew William Krause and Noreen M. Krause to James A. Walsh and Sandra S. Walsh.

SECOND PARCEL

BEGINNING FOR THE SAME at the point of beginning of the parcel of land described in a deed dated November 16, 1998 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 13350, Folio 403, which was conveyed by Mabel Snodgrass Stubbs unto Andrew William Krause and Noreen M. Krause,; thence binding reversely on the twenty fourth line of said deed, referring all courses to the Baltimore County Metropolitan District Grid Meridian

1. South 81 degrees 25 minutes 02 seconds West 347.96 feet to the end of the twenty third line of said deed; thence binding reversely on part of said twenty third line;
2. North 47 degrees 44 minutes 10 seconds West 413.35 feet to the end of the thirtieth line of a deed dated September 6, 1985 and recorded among the aforementioned Land Records in Liber 6991 Folio 120, which was conveyed by Richard Wilson Henderson and Joanne Smith Henderson unto James A. Walsh and Sandra S. Walsh; thence binding reversely on said thirtieth line
3. North 37 degrees 21 minutes 46 seconds East 356.06 feet to the end of the twenty ninth line of the aforementioned Walsh deed; thence binding reversely on part of said twenty ninth line in Western Road
4. North 13 degrees 02 minutes 42 seconds East 60.00 feet; thence departing said twenty ninth line for a new line of division

Deed of Conservation Easement  
Andrew William Krause and Noreen M. Krause  
Exhibit A  
Boundary Description and Property Reference  
Page Four of Four

5. South 64 degrees 20 minutes 51 seconds East 429.36 feet to intersect the first line of the aforementioned Liber S.M. 1335 Folio 403; thence binding reversely thereon
6. South 04 degrees 59 minutes 15 seconds East 383.09 feet to the point of beginning.

CONTAINING 259,050 square feet or 5.9470 acres of land, more or less.

BEING the same parcel of land described in a deed dated December 9, 1999 and recorded among the land records of Baltimore County, Maryland in Liber 14310, Folio 559 which was conveyed by James A. Walsh and Sandra S. Walsh to Andrew William Krause and Noreen M. Krause.

Deed of Conservation Easement  
Andrew William Krause and Noreen M. Krause  
Exhibit B  
Summary of Conservation Values  
Page One

The following public open space conservation values are associated with the Property:

1. Master Plan: This Conservation Easement is consistent with and supports the land use policy of the Baltimore County Master Plan, adopted in 1990 by the Baltimore County Planning Board.

The Property lies within an Agricultural Protection Area. County goals for Agricultural Protection Areas include:

- (a) Preserving agriculture and other resource conservation areas in Baltimore County is important for present and potential production of food and other crops, economic diversity, maintenance of environmental quality, open space protection, cultural site protection, and general quality of life. The County reaffirms its public policy to support the retention of a viable agricultural industry, and the protection of resource conservation areas.
- (b) It is the policy of Baltimore County to improve the quality of its environment by preserving rare and significant species habitat, anadromous fish habitat, tidal and non-tidal wetland habitat, in-stream riparian habitat, and upland forest habitat.
- (c) Areas of historical agricultural significance should be maintained in permanent agricultural preservation.
- (d) Promote the utilization of the Maryland Environmental Trust to acquire or accept easements on agricultural or open space land.

2. Area of Critical State Concern: The Property lies in the Western Run watershed which was designated an Area of Critical State Concern for Baltimore County in 1977 by the Baltimore County Planning Board. Western Run is a major tributary of Loch Raven Reservoir, a public water supply for the Baltimore region.  
(Source: Designation of Areas of Critical State Concern within Baltimore County, Baltimore County Planning Board, 1977).



Exhibit B  
Page Two

3. Protection of Woodland: The Property includes about 44 acres of productive woodland.
4. Vegetative Buffer Strip: A vegetative buffer strip is required to be maintained on the Property adjacent to Western Run. Buffer strip standards are consistent with the guidelines recommended by the forestry division of the Department of Natural Resources for contributing to the protection of surface water quality.
5. Scenic Value: The Property is an integral part of the rural scenic landscape of Baltimore County visible to the public from Western Road.
6. Historic Value: The Property is located in the Western Run - Belfast Road National Register Historic District.
7. Maryland Environmental Trust Policy: The conservation values of the Property defined above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on October 2, 1995.

0014229 532

Deed of Conservation Easement  
Andrew William Krause and Noreen M Krause  
Exhibit C  
Inventory of Existing Structures

There are no existing structures on the Property.

# EXHIBIT F

SCALE: 1mm = 10 ft. (approximately)

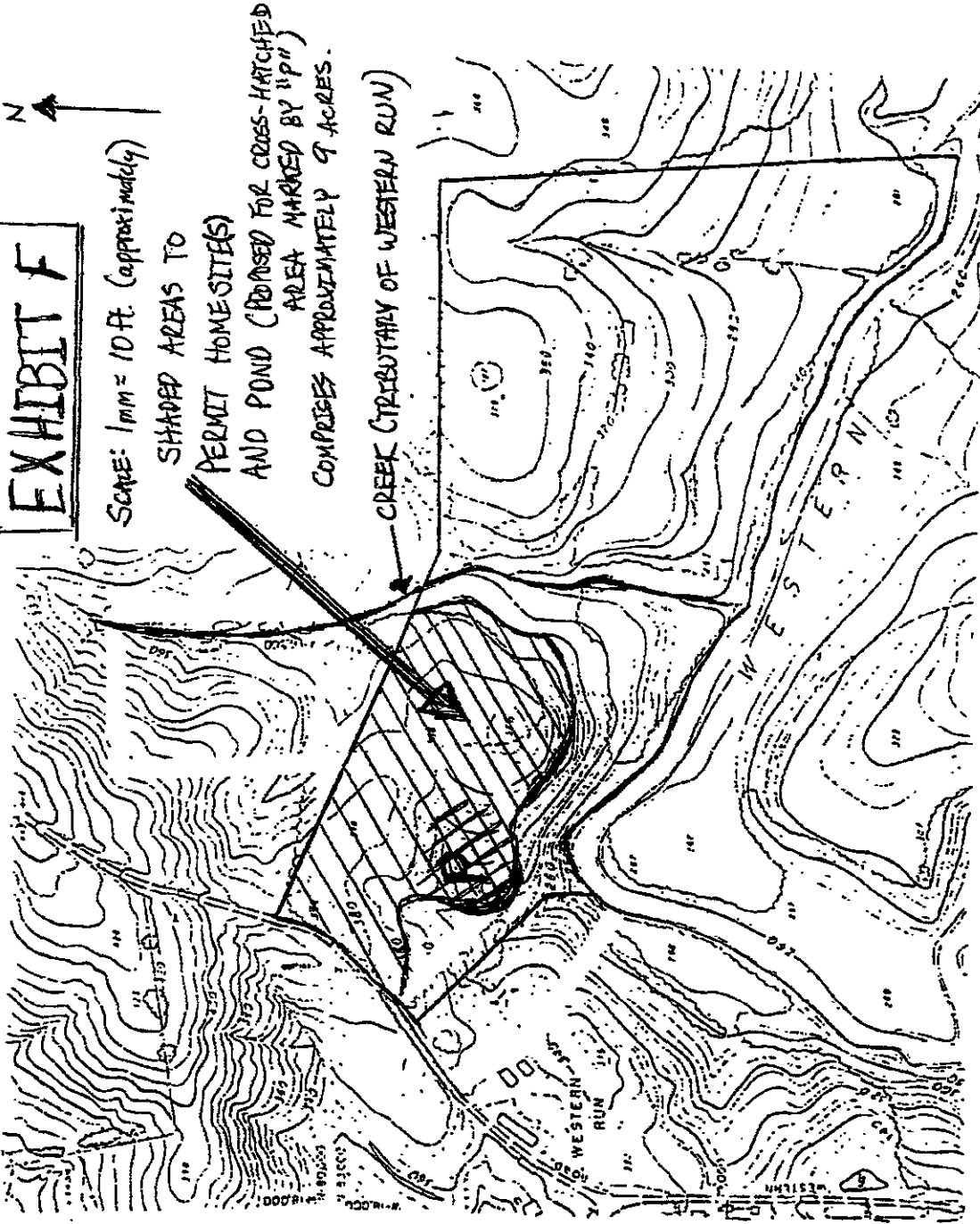
SHAPED AREAS TO

PERMIT HOMESITES(S)

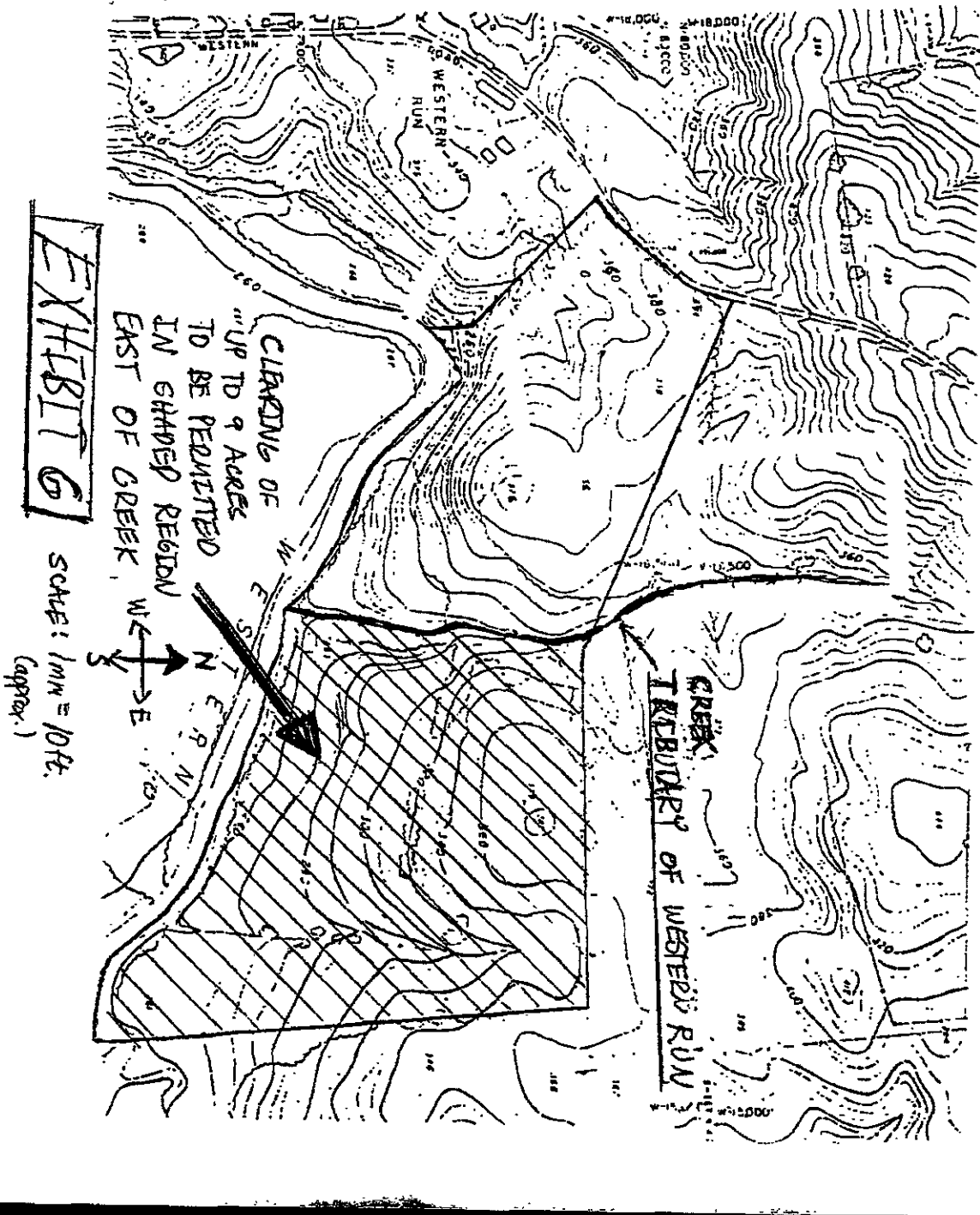
AND POND (PROPOSED FOR CROSS-HATCHED AREA MARKED BY "PH")

COMPRISES APPROXIMATELY 9 ACRES.

CREEK (TRIBUTARY OF WESTERN RUN)



0014229 534



**State of Maryland Land Instrument Intake Sheet**  
**Baltimore City** ☒ **County: BALTIMORE**

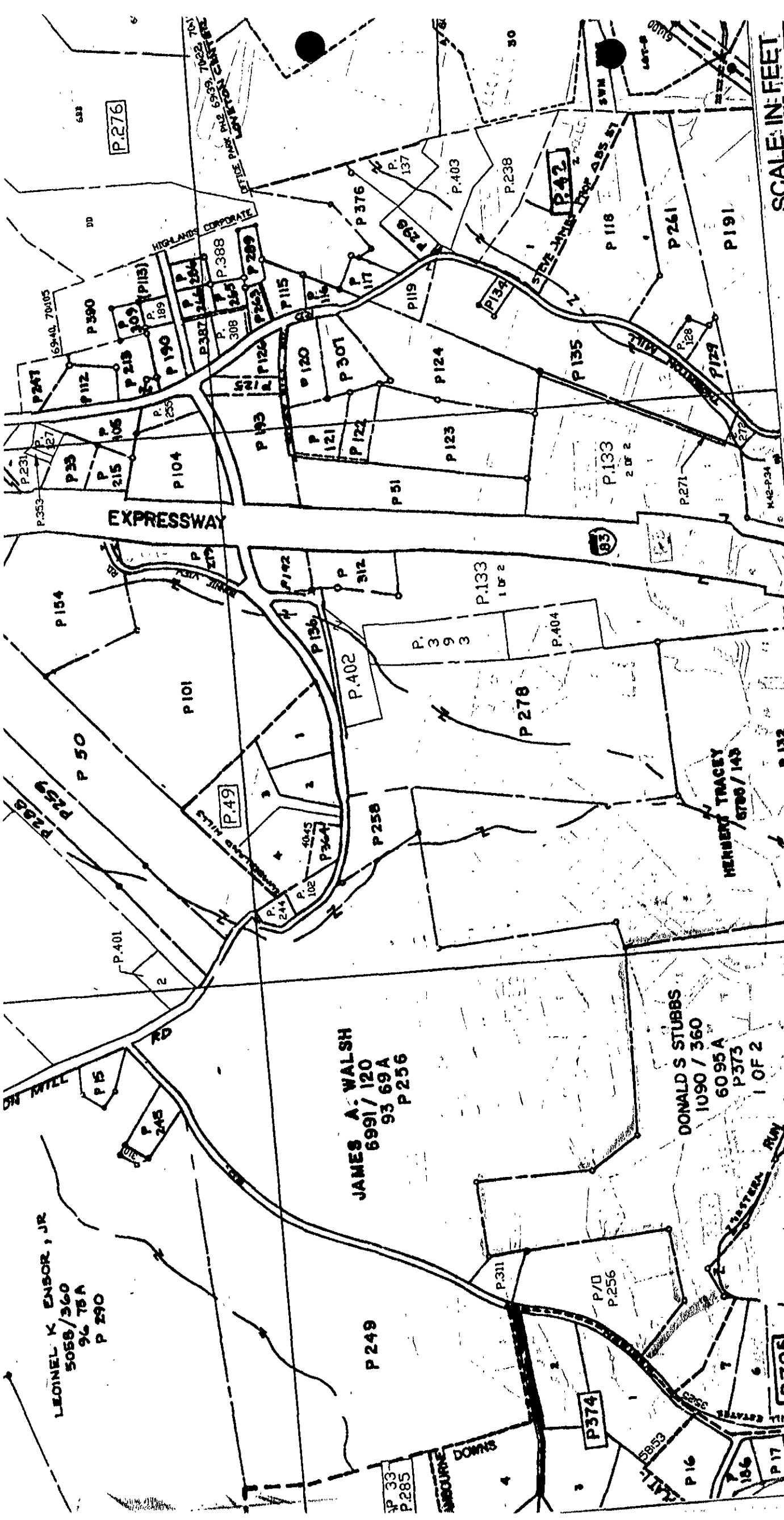
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments		<input type="checkbox"/> Check Box if Addendum Intake Form is Attached		IMP. FD SURE \$ 2.00 RECORDING FEE 75.00 TOTAL 77.00 Ref: RADA Rpt # 67189 SW 11 Bk # 2388 Dec 28, 1999 10:42 am	
2 Conveyance Type Check Box		<input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other <b>CONVEYANCE</b> <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> Other <b>EASEMENT</b>			
3 Tax Exemptions (if Applicable)		<input type="checkbox"/> Improved Sale Arms-Length [1] <input type="checkbox"/> Unimproved Sale Arms-Length [2] <input type="checkbox"/> Multiple Accounts Arms-Length [3] <input type="checkbox"/> Not an Arms-Length Sale [9]			
4 Consideration and Tax Calculations		Consideration Amount: Purchase Price/Consideration \$ Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$		Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X ( ) % = \$ Less Exemption Amount \$ Total Transfer Tax \$ Recordation Tax Consideration \$ X ( ) per \$500 = \$ TOTAL DUE \$	
5 Fees		Amount of Fees Doc. 1 Doc. 2 Recording Charge \$ \$ Surcharge \$ \$ State Recordation Tax \$ \$ State Transfer Tax \$ \$ County Transfer Tax \$ \$ Other \$ \$ Other \$ \$		Agent: <b>EA</b> Tax Bill: <b>S</b> C.B. Credit: Ag. Tax/Other:	
6 Description of Property		District: <b>8</b> Property Tax ID No. (1) Grantor Liber/Folio Map Partel No. Var. LOG Subdivision Name Lot (3a) Block (3b) Sect/AR(3c) Plat Ref. SqFt/Acreage (4) <b>PART OF 373 43,9819 ACRES</b>		Location/Address of Property Being Conveyed (2) <b>EAST SIDE OF WESTERN ROAD, SOUTH WEST OF THOLSTON MILL ROAD</b> Other Property Identifiers (if applicable) Water Meter Account No.	
7 Transferred From		Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred. If Partial Conveyance, List Improvements Conveyed:		Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) <b>ANDREW WILLIAM KRAUSE</b> <b>MORRIS M. KRAUSE</b> Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	
8 Transferred To		Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) <b>MARYLAND ENVIRONMENTAL TRUST</b>		New Owner's (Grantee) Mailing Address	
9 Other Names to Be Indexed		Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)			
10 Contact/Mail Information		Instrument Submitted By or Contact Person Name: <b>JIM HILL SAW</b> Firm: <b>MD ENVIRONMENTAL TRUST</b> Address: <b>100 COMMUNITY PLACE 1st FLOOR</b> <b>CROWNSVILLE, MD 21032</b> Phone: (410) <b>574-7900</b>		<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided	
11 Assessment Information		Yes No Will the property being conveyed be the grantee's principal residence? Yes No Does transfer include personal property? If yes, identify:		Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).	
12 Terminal Verification		Agricultural Verification Whole Part Tran. Process Verification Transfer Number: 19 Date Received: 19 Dead Reference: Assigned Property No. Year Land Map Sub Block Buildings Zoning Grd. Plat Lot Total Use Parcel Section Occ. Cd Town Cd. Ex St Ex Cd		REMARKS:	
13 Distribution		White - Clerk's Office Canary - SDAT Pink - Office of Finance Goldenrod - Preparer AOC-CC-300 (6/95)			

TRANSFERRER MUST RETURN  
 Director of Budget and Finance  
 BALTIMORE COUNTY CLERK AND  
 Per **Thomas J. [Signature]**  
 Authorized Signatory  
 Date **12/28/99** S0139-139 EAS





SCALE IN FEET



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BY THE  
AND  
VED.

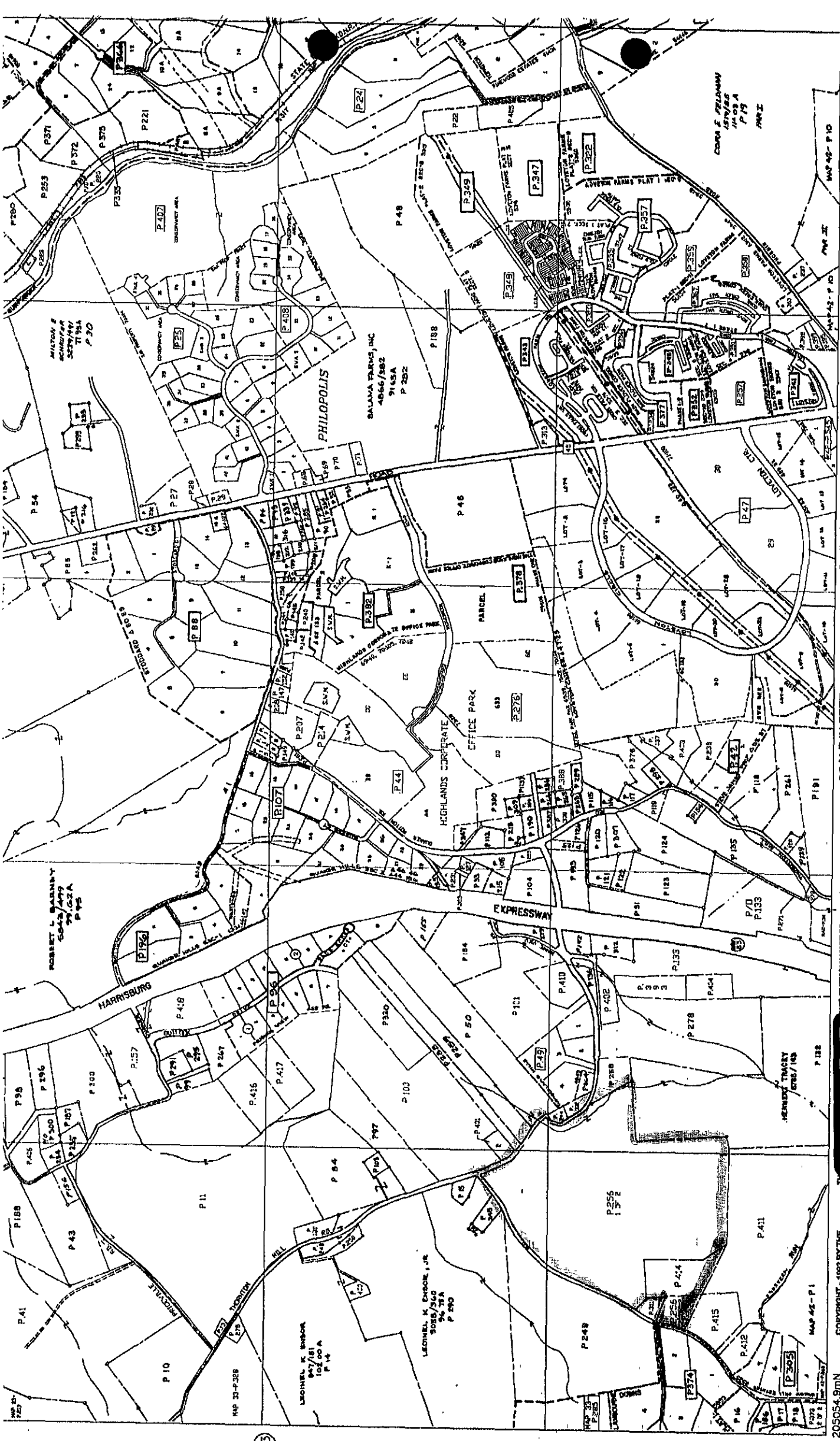
PETITIONER'S  
EXHIBIT  
10  
ALL-STATE LEGAL

LEONEL K. ENSOR, JR.  
5058/360  
96 75A  
P.290

JAMES A. WALSH  
6991/120  
93 69A  
P.256

DONALD S. STUBBS  
1090/360  
6095A  
P.373  
1 OF 2

205054.9mm  
207457.5me



**MDP**  
Maryland  
Department of Planning

**MARYLAND DEPARTMENT OF PLANNING**  
PROPERTY MAPS SECTION  
This information is for informational purposes only and is not to be used for legal purposes. It is subject to change without notice. The Department of Planning is not responsible for any errors or omissions in this map. The Department of Planning is not responsible for any damages or losses resulting from the use of this map. The Department of Planning is not responsible for any claims or liabilities resulting from the use of this map. The Department of Planning is not responsible for any claims or liabilities resulting from the use of this map.

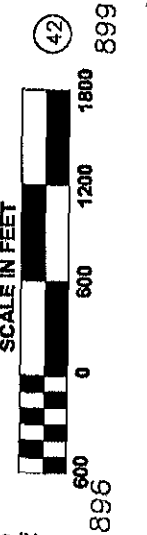
REVISIONS TO: DEC 00 899

DATE OF PHOTO: 11/1/89

DATE OF PRINT: 11/1/89

SCALE: 1"=400'

MAP 42-P 10



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WITHOUT PERMISSION IN  
OF PLANNING.

**PETITIONER'S  
EXHIBIT**

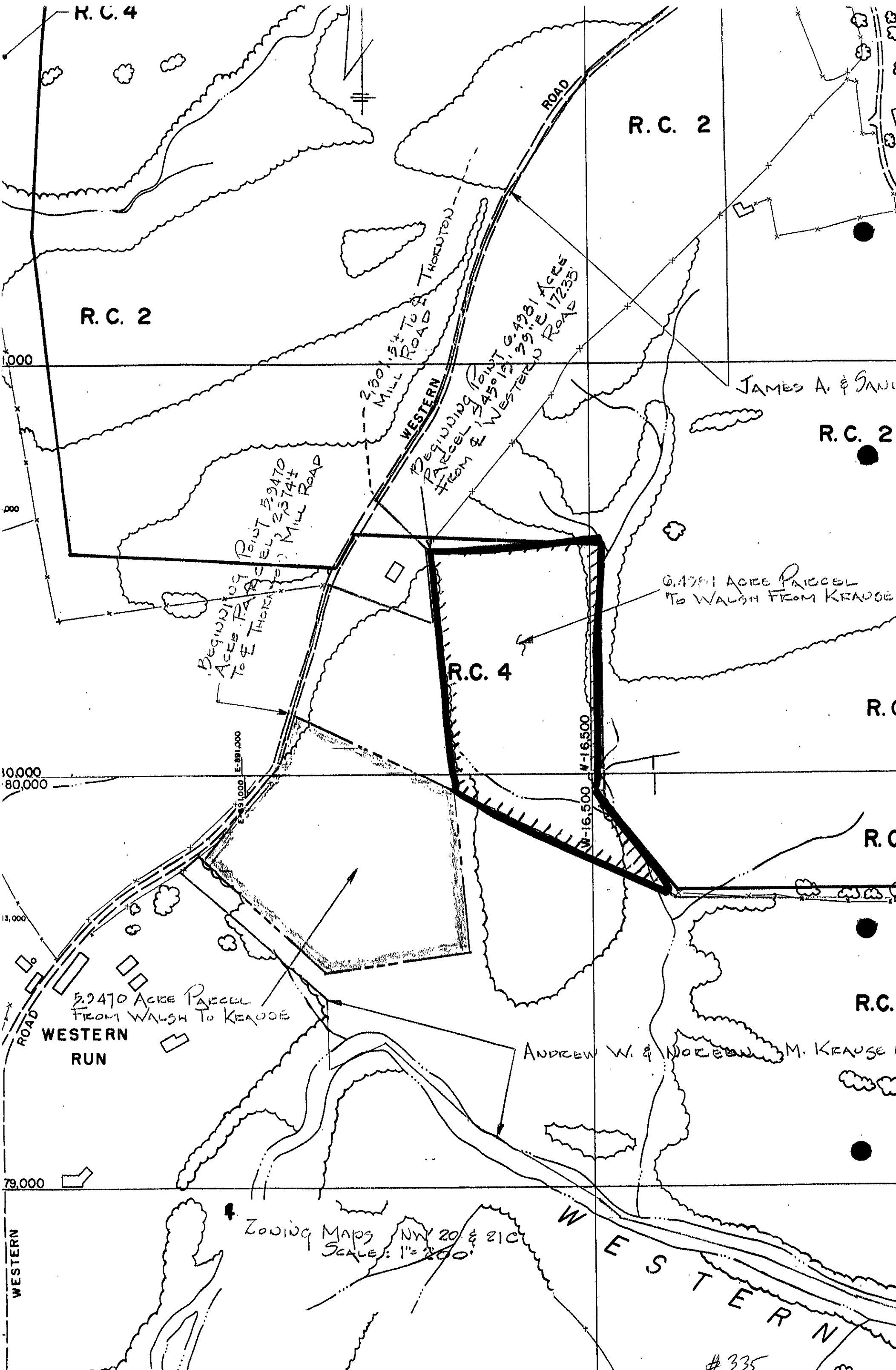
ALL-STATE LEGAL

205054.9mN  
427457.5mE

890







R. C. 4

R. C. 2

R. C. 2

R. C. 2

R.C. 4

R. C.

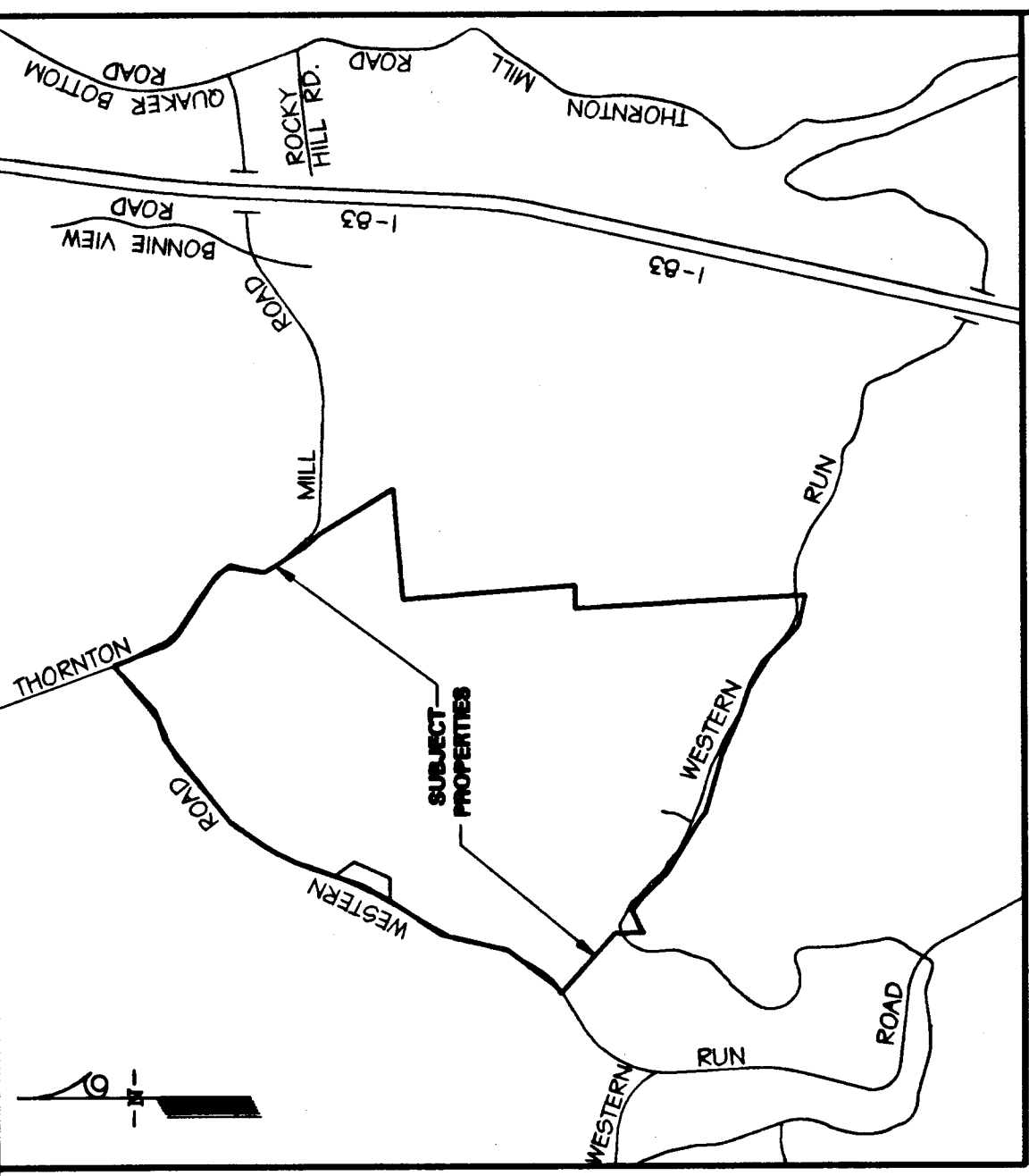
R. C.

R.C.

ANDREW W. & NOREEN M. KRAUSE

ZOOING MAPS NW 20 & 21C  
SCALE: 1" = 200'

#335



VICINITY MAP  
SCALE 1" = 100'

GENERAL NOTES

1. WALSH PROPERTY:  
A. GROSS AREA BEFORE PROPERTY TRANSFER - 93.88 ACRES;  
B. GROSS AREA AFTER PROPERTY TRANSFER - 94.43 ACRES;  
C. EXISTING ZONING OF PROPERTY "R.C.-2" (85.02 ACRES) AND "R.C.-4" (9.41 ACRES);  
D. EXISTING USE OF PROPERTY "AGRICULTURAL" USES AND WOODED LAND;  
E. ALLOWABLE DENSITY BEFORE EXCHANGE  
1. "R.C.-2" ZONE - 2 LOTS PER BCR 1401.381;  
2. "R.C.-4" ZONE - 2 LOTS PER BCR 1401.381;  
F. ALLOWABLE DENSITY AFTER EXCHANGE  
1. "R.C.-2" ZONE - 2 LOTS (PER BCR 1401.381)  
2. "R.C.-4" ZONE - 1 LOT (9.41 x 0.2 = 1.88)  
G. PROPOSED USE OF PROPERTY "AGRICULTURAL" USES AND WOODED LAND
2. KRAUSE PROPERTY:  
A. GROSS AREA BEFORE PROPERTY TRANSFER - 44.53 ACRES;  
B. GROSS AREA AFTER PROPERTY TRANSFER - 43.98 ACRES;  
C. EXISTING ZONING OF PROPERTY "R.C.-4";  
D. EXISTING USE OF PROPERTY "WOODED" LAND;  
E. ALLOWABLE DENSITY BEFORE AND AFTER PROPERTY EXCHANGE  
1. "R.C.-4" ZONE - 2 LOTS PER BCR 1401.381;  
F. PROPOSED USE OF PROPERTY "RESIDENTIAL" AND "WOODED" LAND
3. BOTH PROPERTIES ARE WITHIN THE "WESTERN RUN" WATERSHED NATIONAL REGISTER OF HISTORIC AREA DISTRICT (NRHD) AND ARE SUBJECT TO THE NATIONAL REGISTER OF HISTORIC AREA DISTRICT (NRHD) REGULATIONS (EXISTING ON THE WALSH PROPERTY) PROPOSED FOR THE KRAUSE PROPERTY)

10/10/01

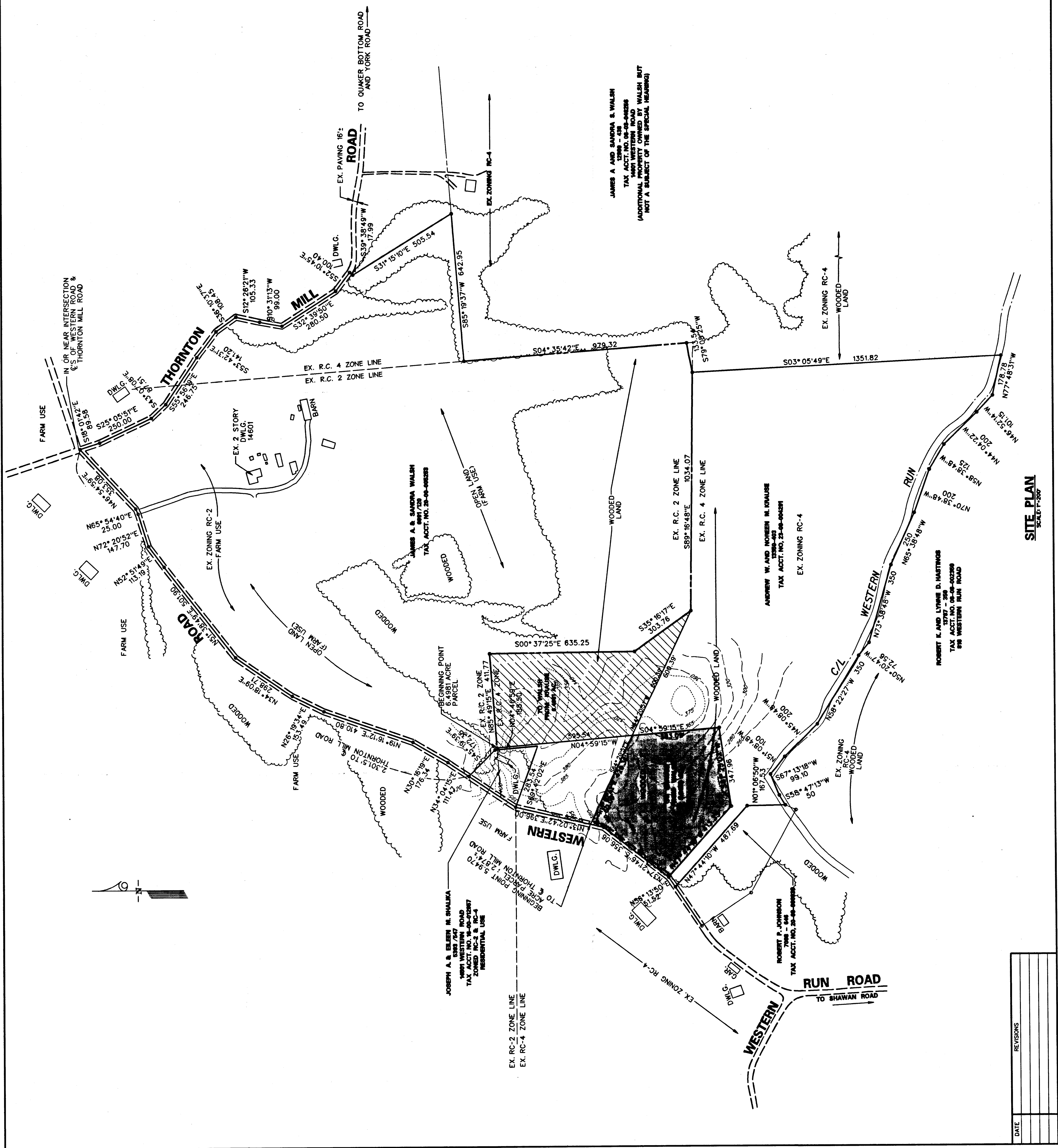


KCI TECHNOLOGIES INC.  
ENGINEERS • PLANNERS • SURVEYORS  
10 NORTH PARK DRIVE  
HUNT VALLEY, MARYLAND 20930 (410) 341-7000

PLAN TO ACCOMPANY PETITION  
FOR SPECIAL HEARING

PROPERTIES OF JAMES A. & SANDRA WALSH  
AND  
ANDREW W. & ROBERT M. KRAUSE  
WESTERN ROAD AND THORNTON ROAD

ELECTION DISTRICT 8	SCALE	DATE	SHEET NUMBER	JOB NUMBER
DESIGN BY: BLS	1" = 200'	12/31/01	1 OF 1	0199019
DRAWN BY: CD				
CHECKED BY: BLS				



DATE	REVISIONS





## 1. WALSH PROPERTY

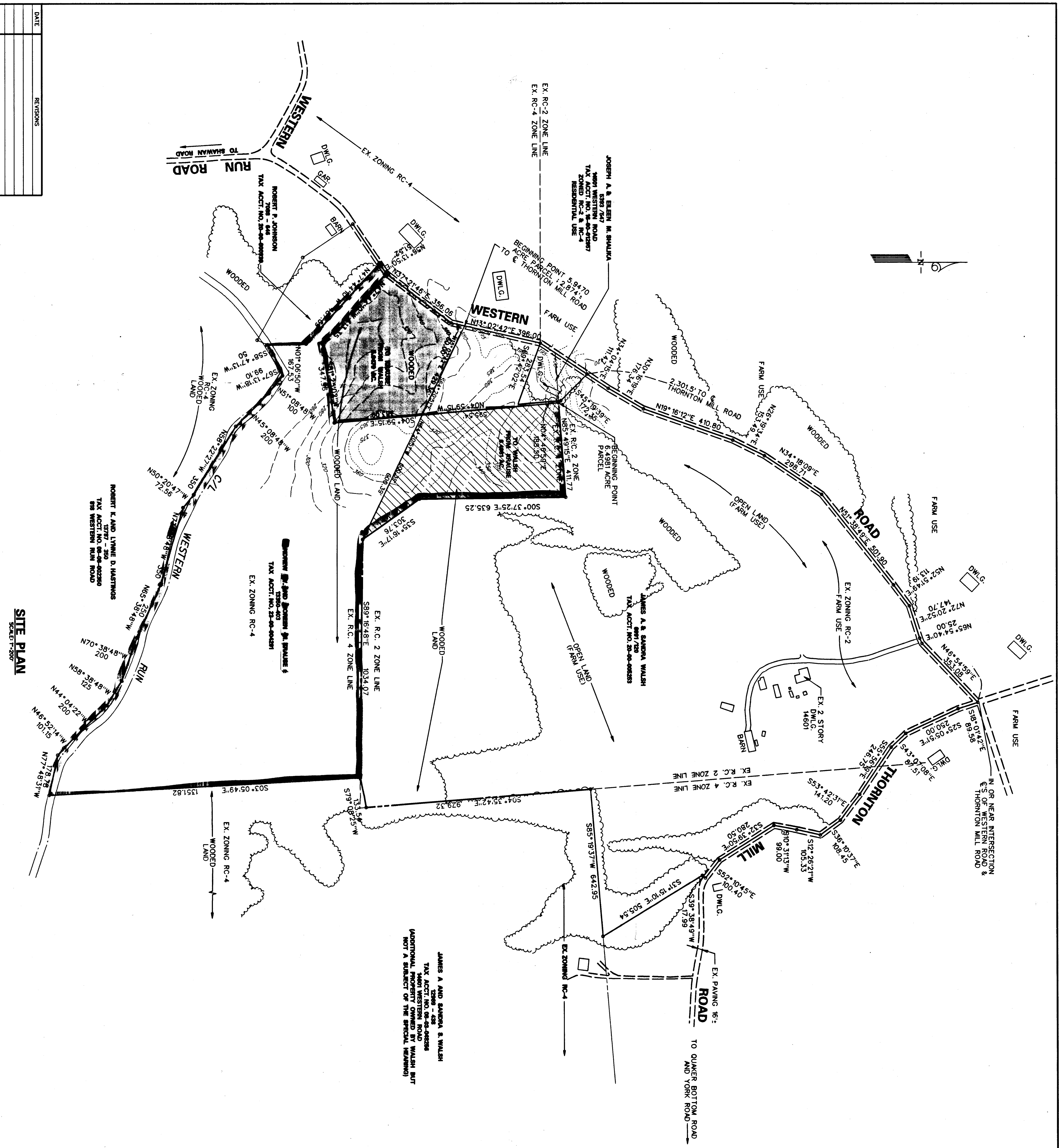
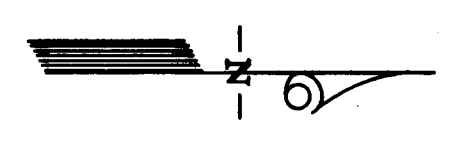
1. WALSH PROPERTY BEFORE PROPERTY TRANSFER - 93.68 ACRES-
- B. GROSS AREA AFTER PROPERTY TRANSFER - 94.43 ACRES-
- C. EXISTING ZONING OF PROPERTY "R-C-2" (85.02 ACRES) AND "R-C-4" (8.86 ACRES)
- D. PROPERTY "AGRICULTURAL" USES AND WOODED LAND
- E. ALLOWABLE DENSITY BEFORE EXCHANGE  
1. "R-C-2" ZONE - 2 LOTS (PER B-2Z 1401.181)  
2. "R-C-4" ZONE - 2 LOTS (PER B-2Z 1401.181)
- F. ALLOWABLE DENSITY AFTER EXCHANGE  
1. "R-C-2" ZONE - 2 LOTS (PER B-2Z 1401.181)  
2. "R-C-4" ZONE - 1 LOT (9.41 x 0.2 = .188)
- G. PROPOSED PROPERTY "AGRICULTURAL" USES AND WOODED LAND
2. KRAUSE PROPERTY:  
A. GROSS AREA BEFORE PROPERTY TRANSFER - 44.53 ACRES-
- B. GROSS AREA AFTER PROPERTY TRANSFER - 43.98 ACRES-
- D. EXISTING USE OF PROPERTY "WOODED" LAND
- E. ALLOWABLE DENSITY BEFORE AND AFTER PROPERTY EXCHANGE-  
1. "R-C-2" ZONE - 2 LOTS (PER B-2Z 1401.181)  
2. "R-C-4" ZONE - 1 LOT (9.41 x 0.2 = .188)
- F. ALLOWABLE DENSITY AFTER EXCHANGE  
1. "R-C-2" ZONE - 2 LOTS (PER B-2Z 1401.181)  
2. "R-C-4" ZONE - 1 LOT (9.41 x 0.2 = .188)
- G. PROPOSED PROPERTY "AGRICULTURAL" USES AND WOODED LAND
3. BOTH PROPERTIES ARE WITHIN THE "WESTERN RUN-IN POWER NATIONAL REGISTER OF HISTORIC AND AESTHETIC INTERESTS
4. BOTH PROPERTIES ARE WITHIN THE "WESTERN RUN-IN POWER NATIONAL REGISTER OF HISTORIC AND AESTHETIC INTERESTS
5. PROPOSED EXCHANGE OF PROPERTY PROPOSED FOR THE KRAUSE PROPERTY)



## SPECIAL HEARINGS

**WESTERN ROAD AND THORNTON ROAD**

ELECTION DISTRICT 8		BALTIMORE COUNTY, MD	
DESIGN BY: <u>R.S.</u>	SCALE	DATE	JOB NUMBER
DRAWN BY: <u>CD</u>	1" = 200'	12/31/01	
CHECKED BY: <u>R.S.</u>		1 OF 1	0199019



DATE	REVISIONS

**SITE PLAN**  
SCALE: 1" = 200'



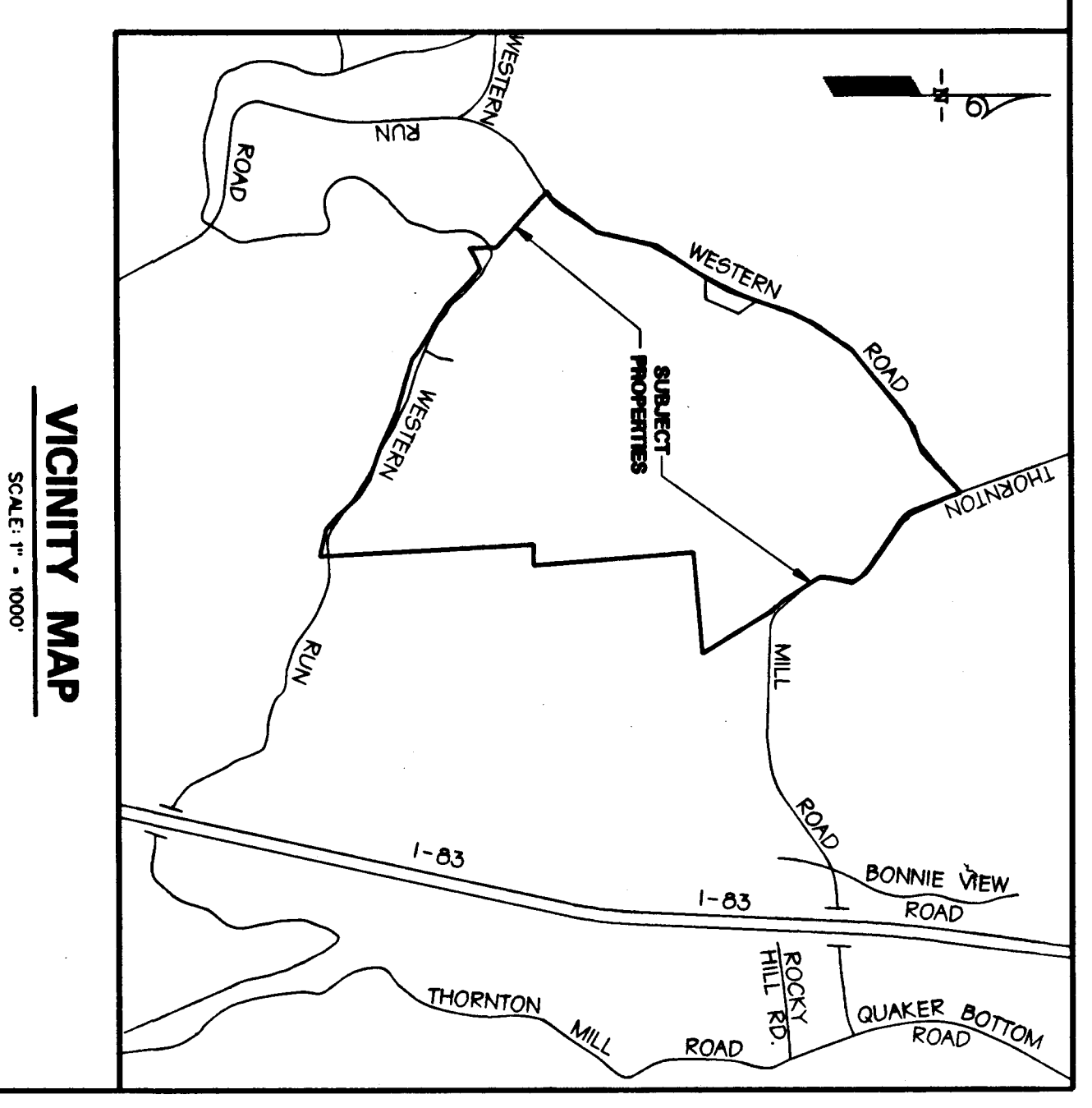
**KCI**  
TECHNOLOGIES  
ENGINEERS • PLANNERS • SURVEYORS  
10 NORTH PARK DRIVE  
HUNT VALLEY, MARYLAND 20830 (410) 361-7000

**PLAN TO ACCOMPANY PETITION  
FOR SPECIAL HEARING**  
PROPERTIES OF JAMES A. & SANDRA WALSH  
AND  
ANDREW W. & NOREEN M. KRAUSE  
WESTERN ROAD AND THORNTON ROAD

ELECTION DISTRICT 8	
DESIGN BY: R.S.	SCALE
DRAWN BY: J.D.	1" = 200'
CHECKED BY: R.S.	12/31/01
DATE	
SHEET NUMBER	
1 OF 1	
JOB NUMBER	
0199019	

BALTIMORE COUNTY, MD

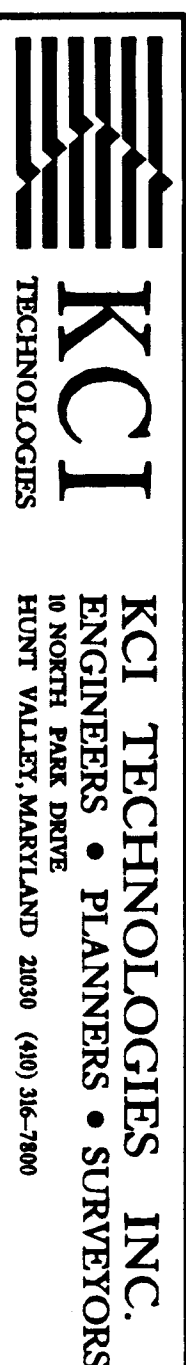
- GENERAL NOTES**
1. WALSH PROPERTY:  
A. GROSS AREA BEFORE PROPERTY TRANSFER - 93.88 ACRES;  
B. GROSS AREA AFTER PROPERTY TRANSFER - 94.43 ACRES;  
C. EXISTING ZONING OF PROPERTY R.C.-2 (185.02 ACRES) AND EXISTING USE OF PROPERTY "AGRICULTURAL" USES AND WOODED LAND  
D. ALLOWABLE DENSITY BEFORE EXCHANGE 1401.381  
E. ALLOWABLE DENSITY AFTER EXCHANGE 1771  
F. ALLOWABLE DENSITY AFTER EXCHANGE 1771  
G. PROPOSED USE OF PROPERTY "RESIDENTIAL" AND "WOODED" LAND  
H. PROPOSED ZONING OF PROPERTY "WOODED" LAND  
I. ALLOWABLE DENSITY BEFORE AND AFTER PROPERTY EXCHANGE - 8 LOTS (43.98 x 0.2 = 8.80)  
J. BOTH PROPERTIES ARE WITHIN THE "WESTERN RUN COUNTRYSIDE" DISTRICT (RRD) NATIONAL REGISTER OF HISTORIC AREAS  
K. BOTH PROPERTIES REQUIRE PRIVATE WELL AND SEPTIC SYSTEMS (EXISTING ON THE WALSH PROPERTY; PROPOSED FOR THE KRAUSE PROPERTY)
  2. KRAUSE PROPERTY:  
A. GROSS AREA BEFORE PROPERTY TRANSFER - 44.53 ACRES;  
B. GROSS AREA AFTER PROPERTY TRANSFER - 43.98 ACRES;  
C. EXISTING ZONING OF PROPERTY "WOODED" LAND  
D. EXISTING USE OF PROPERTY "WOODED" LAND  
E. ALLOWABLE DENSITY BEFORE AND AFTER PROPERTY EXCHANGE - 8 LOTS (43.98 x 0.2 = 8.80)  
F. PROPOSED USE OF PROPERTY "RESIDENTIAL" AND "WOODED" LAND  
G. PROPOSED ZONING OF PROPERTY "WOODED" LAND  
H. ALLOWABLE DENSITY BEFORE AND AFTER PROPERTY EXCHANGE - 8 LOTS (43.98 x 0.2 = 8.80)  
I. BOTH PROPERTIES ARE WITHIN THE "WESTERN RUN COUNTRYSIDE" DISTRICT (RRD) NATIONAL REGISTER OF HISTORIC AREAS  
J. BOTH PROPERTIES REQUIRE PRIVATE WELL AND SEPTIC SYSTEMS (EXISTING ON THE WALSH PROPERTY; PROPOSED FOR THE KRAUSE PROPERTY)





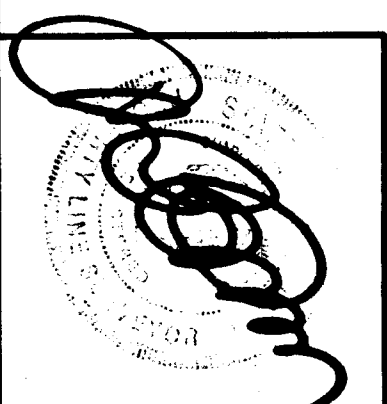


1. WASH PROPERTY: - 94.18 ACRES
2. GROSS AREA AFTER PROPERTY TRANSFER - 94.18 ACRES
3. EXISTING ZONING OF PROPERTY "R.C.-2" (85.02 ACRES) AND "R.C.-4" (8.86 ACRES)
4. EXISTING USE OF PROPERTY "AGRICULTURAL" USES AND WOODED LAND
5. ALLOWABLE DENSITY BEFORE EXCHANGE:
  1. "R.C.-2" ZONE - 2 LOTS (PER B2ZM 100,120)
  2. "R.C.-4" ZONE - 1 LOT (PER B2ZM 100,120)
6. ALLOWABLE DENSITY AFTER EXCHANGE:
  1. "R.C.-2" ZONE - 2 LOTS (PER B2ZM 100,120)
  2. "R.C.-4" ZONE - 1 LOT (94.11, 0.2, 1.88)
7. PROPOSED PROPERTY "AGRICULTURAL" USES AND WOODED LAND
8. GROSS AREA BEFORE PROPERTY TRANSFER - 44.53 ACRES
9. GROSS ZONING OF PROPERTY "R.C.-4" 43.98 ACRES
10. EXISTING USE OF PROPERTY "WOODED" LAND
11. ALLOWABLE DENSITY BEFORE AND AFTER PROPERTY EXCHANGE -
  1. PROPOSED USES OF PROPERTY "RESIDENTIAL" AND "WOODED" LAND
  2. BOTH PROPERTIES ARE WITHIN THE "WESTERN RUN" WATERSHED
  3. BOTH PROPERTIES ARE WITHIN THE "WESTERN RUN" POWDER
12. BOTH PROPERTIES REQUIRE DRAINAGE WILL BE DESIGNING SYSTEMS (EXISTING ON THE WASH PROPERTY) PROPOSED FOR THE KRAUSE PROPERTY)

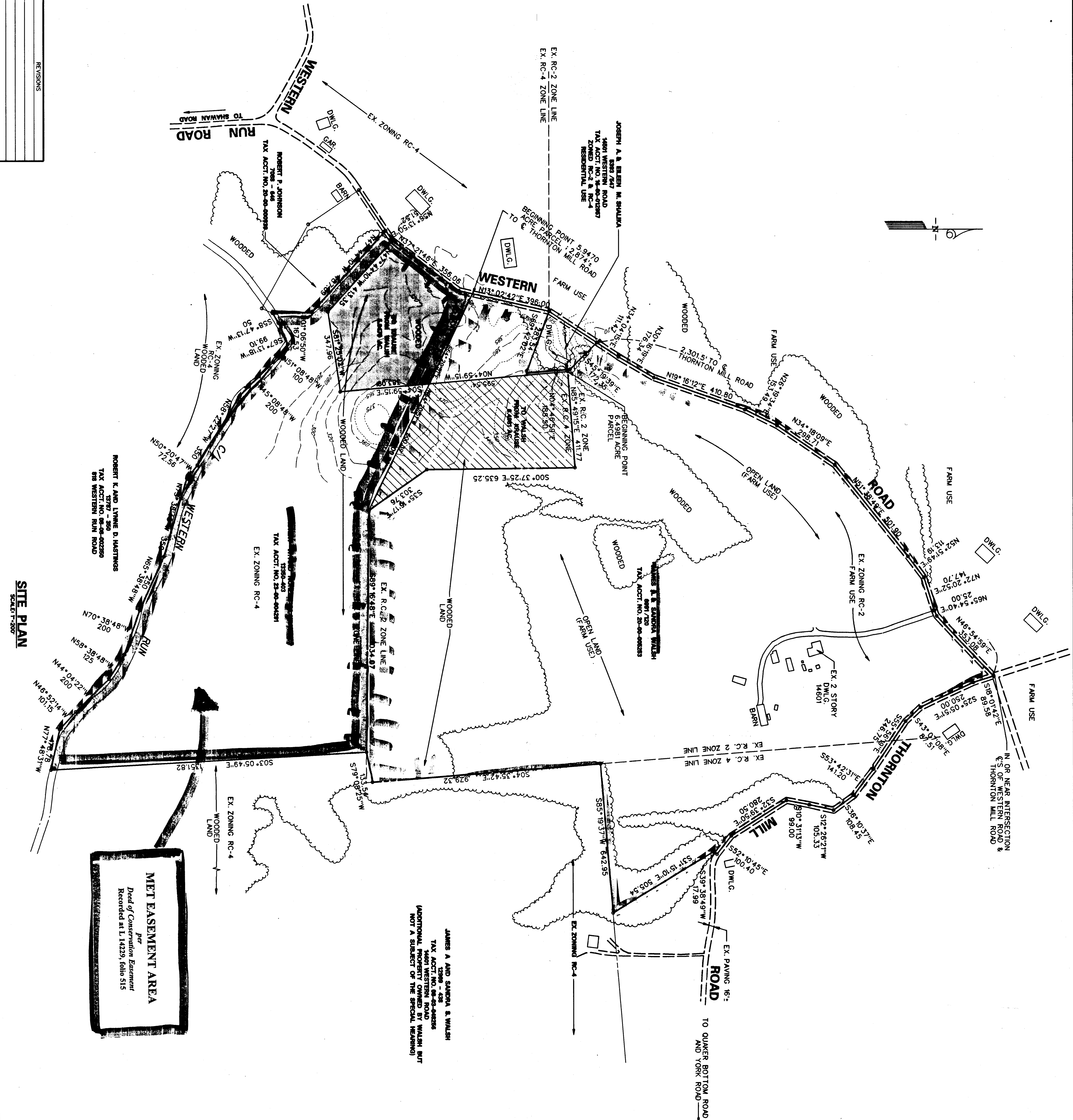


**PROPERTIES OF JAMES A. & SANDRA WALL  
AND  
ANDREW W. & NOREEN M. KRAUSE  
WESTERN ROAD AND THORNTON ROAD**

ELECTION DISTRICT 8		BALTIMORE COUNTY, MD	
DESIGN BY: RLS	SCALE	DATE	JOB NUMBER
DRAWN BY: CD	1" = 200'	12/31/01	
CHECKED BY: RLS		1 OF 1	0199019



**SITE PLAN**  
**SCALE: 1"=200'**



DATE	REVISIONS